

**City of Miami Beach - City Commission Meeting**  
**Commission Chambers, 3rd Floor, City Hall**  
**1700 Convention Center Drive**  
**March 17, 2004**

Mayor David Dermer  
Vice-Mayor Saul Gross  
Commissioner Matti Herrera Bower  
Commissioner Simon Cruz  
Commissioner Luis R. Garcia, Jr.  
Commissioner Jose Smith  
Commissioner Richard L. Steinberg

City Manager Jorge M. Gonzalez  
City Attorney Murray H. Dubbin  
City Clerk Robert E. Parcher

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**ATTENTION ALL LOBBYISTS**

**Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.**

Call to Order - 9:00 a.m.  
Inspirational Message, Pledge of Allegiance  
Requests for Additions, Withdrawals, and Deferrals

**Presentations and Awards**

PA Presentations and Awards

**Consent Agenda**

C2 Competitive Bid Reports  
C4 Commission Committee Assignments  
C6 Commission Committee Reports  
C7 Resolutions

**Regular Agenda**

R2 Competitive Bid Reports  
R5 Ordinances  
R6 Commission Committee Reports  
R7 Resolutions  
R9 New Business and Commission Requests  
R10 City Attorney Reports

**Reports and Informational Items**

**Miami Beach**



**2003**

*"We are committed to providing excellent public service  
and safety to all who live, work, and play in our vibrant, tropical, historic community."*

**PA - Presentations and Awards**

- PA1 Certificate Of Appreciation To Be Presented To T.C. Adderly For His Work As The City's Liaison To The South Florida Employment & Training Consortium. (Page 2)  
(Requested by Commissioner Matti Herrera Bower)
- PA2 Certificate Of Appreciation To Be Presented To Gladys Rustan-Hernando For Her Work In The Community.  
(Requested by Commissioner Matti Herrera Bower)
- PA3 Proclamation To Be Presented In Honor Of National Women's History Month.  
(City Manager's Office)
- PA4 Certificates Of Appreciation To Be Presented To Parking Department Employees Guillermo Gonzalez And Julio Ledo.  
(City Manager's Office)
- PA5 Certificates Of Completion To Be Presented To Participants Of The City Of Miami Beach Community Emergency Response Team (CERT).  
(Neighborhood Services)
- PA6 Certificate Of Appreciation To Be Presented To Rain Drop Day Care Center For Their Dedication In Providing Quality Childcare Services To Working Families.  
(Requested by Commissioner Matti Herrera Bower)

**CONSENT AGENDA**

**Action:**  
**Moved:**  
**Seconded:**  
**Vote:**

**C2 - Competitive Bid Reports**

- C2A Request For Approval To Issue Purchase Orders Pursuant To Florida State Contract No. 03-11-0825, To Duval Ford, In The Amount Of \$232,522, For The Purchase Of Ten (10) 2004 Ford Crown Victoria Police Pursuit Vehicles And Three (3) 2004 Ford F-150 4x2 Pick Up Trucks; To Classic Chevrolet, In The Amount Of \$66,957.45, For The Purchase Of Three (3) 2004 Chevrolet Colorado 4x4 Crew Cab Up Trucks; To Garber Chevrolet, In The Amount Of \$12,561.15, For The Purchase Of One (1) 2004 Chevrolet Cavalier And To Atlantic Truck, In The Amount Of \$57,529, For The Purchase Of One (1) 2004 F-750 5 Cubic Yard Dump Body Truck. (Page 5)  
(Fleet Management)

**C2 - Competitive Bid Reports** (Continued)

- C2B Request For Approval To Purchase, Pursuant To General Services Administration Contract No. GS-30F-1021D, From Nortrax Equipment Company, In The Amount Of \$57,470.54, One (1) 2004 John Deere 280 Skid Steer With Trailer. (Page 8)  
(Fleet Management)
- C2C Request For Approval To Purchase, Pursuant To Florida State Contract No. 03-04-0828, From Ten-8 Fire Equipment, Inc., In The Amount Of \$431,355, Three (3) 2005 International 4300 LP Medtec Rescue Vehicles. (Page 13)  
(Fleet Management)
- C2D Request For Approval To Purchase Two (2) 2004 GO-4 Model BT 57 Parking Enforcement Vehicles From Florida Electric & Gas Vehicles, In The Amount Of \$51,342, Pursuant To Section 2-367(d) Of The Miami Beach City Code. (Page 24)  
(Fleet Management)

**C6 - Commission Committee Reports**

- C6A Report Of The Neighborhood/Community Affairs Committee Meeting Of February 17, 2004: **1)** Discussion Regarding Proposed Amendments To The Existing Debarment And Lobbying Ordinances; **2)** Discussion Regarding The Transfer Of Beach Patrol From The Parks Department To The Fire Department; **3)** Discussion Regarding Potential Enhancements To The Pine Tree Bark Park; And **4)** Discussion Regarding An Ordinance Amending Miami Beach City Code Chapter 2, Article III "Agencies, Boards And Committees," Section 2-22(5) Thereof Establishing Term Limits Of Board And Committee Members, By Providing That Said Term Limits Should Not Include Time Served As A Result Of Having Filled A Vacancy; Providing For Repealer, Severability, Codification, And An Effective Date. (Page 30)
- C6B Report Of The General Obligation Bond Oversight Committee Meeting Of March 1, 2004: **1)** Change Order Report; **2)** Presentation: a) Project Funding; **3)** Discussion Item: a) Venetian Causeway Planning Effort; **4)** Project Status Report: a) Fire Station No. 2; b) Fire Station No. 4; c) Normandy Isle Park And Pool; **5)** Informational Items: a) Updated Calendar Of Scheduled Community Meetings. (Page 64)
- C6C Report Of The Land Use And Development Committee Meeting Of March 8, 2004: **1)** Selection Of Vice-Chairperson Per Resolution No. 2003-25446; And **2)** Discussion On Lincoln Road Street End Project. (Page 74)

**C7 - Resolutions**

- C7A A Resolution Approving And Authorizing The Mayor And City Clerk To Execute Amendment No. 2 To The Agreement With A.R.I. Architects, Inc. (d.b.a. Sklarchitecture), In The Amount Of \$93,072, For Additional Construction Administration Services For The Miami Beach Convention Center (Convention Center) And The Jackie Gleason Theater Of The Performing Arts (TOPA) ADA Renovations. (Page 77)  
(Capital Improvement Projects)
- C7B A Resolution Authorizing The Mayor And City Clerk To Grant A Non-Exclusive Easement To Florida Power And Light Corporation For The Provision Of Underground Distribution Facilities And A Transformer Pad At The Public Works Yard, Located At 451 Dade Boulevard; Further Authorizing The Mayor And City Clerk To Execute This Easement For The Required Underground Facilities And Transformer Pad. (Page 84)  
(Capital Improvement Projects)
- C7C A Resolution Authorizing The Mayor And City Clerk To Execute The Attached State Housing Initiatives Partnership (SHIP) Program Agreement Between The City And The Miami Beach Community Development Corporation (MBCDC), Providing \$565,134 In SHIP Program Funds From Fiscal Year 2002/03 To Continue A Scattered-Site Home Ownership Program For Income-Eligible Home Buyers, In Accordance With The SHIP Program Rule And The City's Local Housing Assistance Plan; Further Approving And Adopting An Amendment To The City's Local Housing Assistance Plan Updating The Maximum Purchase Price And Assistance Limits, In The Amounts Set Forth In This Resolution, In Accordance With The SHIP Program Rule, For Submission To The Florida Housing Finance Corporation. (Page 91)  
(Neighborhood Services)
- C7D A Resolution Authorizing The Administration To Accept And Appropriate Funds In The Amount Of \$5,000, From The Miami-Dade County Homeless Trust For The Provision Of Emergency Hotel Placements And Food For Homeless Families When Traditional Shelter Beds Are Unavailable. (Page 112)  
(Neighborhood Services)
- C7E A Resolution Approving The Sole Source Purchase Of 304T Topdressing Sand As Used In The Initial Construction Of The Greens And Tees At The Miami Beach Golf Club From Golf Agronomics In The Estimated Annual Amount Of \$43,000. (Page 117)  
(Parks & Recreation)
- C7F A Resolution Approving And Authorizing The Mayor And City Clerk To Execute A Second Amendment To The Interim Management Agreement With Professional Course Management II, LTD. To Provide Professional Services For The Management Of The City's Normandy Shores Golf Course; Said Amendment Providing For An Extension Of The Term Of The Agreement From April 30, 2004 As Previously Amended To April 30, 2005, At Which Time The City Intends To Close The Normandy Shores Golf Course For Reconstruction. (Page 126)  
(Parks & Recreation)



**C7 - Resolutions** (Continued)

- C7G** Conditional Uses In The MXE, Mixed Use Entertainment District  
A Resolution Setting A Public Hearing To Consider An Amendment To The Code Of The City Of Miami Beach, By Amending The Land Development Regulations Of The City Code, Chapter 142, "Zoning Districts And Regulations"; Division 13, "MXE, Mixed Use Entertainment District," Section 142-542, "Conditional Uses," To Include Public And Private Cultural Institutions Open To The Public, And Banquet Facilities As Conditional Uses In This Zoning District. (Page 131)  
(Planning Department)
- C7H** Eliminating Dance Halls & Entertainment Establishments In Certain Districts  
A Resolution Setting A Public Hearing To Consider An Amendment To The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations", Division 5, CD-2 Commercial, Medium Intensity District, Section 142-302, "Main Permitted Uses"; Division 11, I-1 Light Industrial District, Section 142-485, "Prohibited Uses"; And Division 18, "PS Performance Standard District," Section 142-693 "Permitted Uses", By Eliminating Dance Halls And Entertainment Establishments (Also Operating As Alcoholic Beverage Establishments And Restaurants With Full Kitchens And Serving Full Meals) As Permitted Uses In Certain Areas Of The CD-2 Commercial, Medium Intensity District, The I-1 Light Industrial District, And The PS Performance Standard District. (Page 136)  
(Planning Department)
- C7I** A Resolution Approving And Authorizing The Mayor And City Clerk To Execute A Second Amendment To Professional Services Agreement With HDR Engineering, Inc., In An Amount Not To Exceed \$31,632; The Amendment Would Allow HDR To Integrate Present And Future Transit Requirements With Planning And Design For A New World Symphony Facility And The Potamkin Site Project; And Provide An Implementation Strategy For A Miami Beach Intermodal Center Which Allows The City To Utilize Already-Earmarked Federal Funding, To Construct The Transit Component At The Potamkin Site; And Further Appropriating \$31,632 In Transit Surtax Program Funds For The Purpose.  
(Page 141)  
(Public Works)
- C7J** A Resolution Approving And Authorizing The Placement Of Twenty-Five (25) Banners For The Red Bull Flugtag, To Be Held Saturday, April 24, 2004, At Bayfront Park, In The City Of Miami, As Requested By The Applicant, AAA Flag And Banner, At The Following City Of Miami Beach Locations: Fourteen (14) On Collins Avenue Between 5 To 23 Streets; Eleven (11) On Alton Road Between 5 To 17 Streets; Said Banners To Be Affixed To Light Poles In The Public Right-Of-Way, Measuring 3 Feet X 7 Feet And Having Copy And Design As Shown On The Attached Drawings; And To Be Installed And Removed In Accordance With All Other Applicable City Requirements; The Administration Further Recommends That These Banners Be Installed No Earlier Saturday, April 10 And Removed No Later Than Saturday, April 24, 2004. (Page 148)  
(Tourism & Cultural Development)

**C7 - Resolutions** (Continued)

- C7K A Resolution Authorizing The Administration To Appropriate Funds For The Purchase Of The Q-MATIC System From The Q-MATIC Corporation, As Owner Of The Copyrighted Software Code For Q-MATIC System, In The Amount Of \$72,753, Based On GSA Bid No. GS-07F-0017K, For Customer Flow / Queuing Management In The Building Department, Including Software, Hardware, Warranty, And Implementation Services And Training. (Page 159)  
(Building Department)
- C7L A Resolution Adopting The Certificates Of The Results Of The March 9, 2004 Special Election For The City Of Miami Beach, And Declaring Results Thereof. (Page 164)  
(City Attorney's Office)
- C7M Resolution Approving The Replacement Of The Placement Agent In Connection With The Issuance By The City Of Miami Beach Health Facilities Authority Of City Of Miami Beach Health Facilities Authority Hospital Revenue Refunding Bonds, Series 2004 (Mount Sinai Medical Center Of Florida); And Providing An Effective Date. (Page 170)  
(Finance Department)
- C7N A Resolution Authorizing The City Manager Or Designee, To Adopt And Implement A Disadvantaged Business Enterprise (DBE) Program Pursuant To Title 49 Code Of Federal Regulations (CFR) Part 26, For The Purchase Of Goods, Services And Equipment And Facilities Projects, Relative To Federal Transit Administration (FTA) Funds Only; Further Authorizing The City Manager Or Designee To Transmit The DBE Plan To The U.S. Department Of Transportation's Federal Transit Administration (FTA) For Approval. (Page 177)  
(Public Works)
- C7O A Resolution Setting A Public Hearing To Consider Waiving By 5/7ths Vote, The Prohibition Of Tran Construction, Inc. From Continuing To Serve As A Vendor With The City Pursuant To Miami Beach City Code Section 2-487 (B)(4), Finding Such Waiver To Be In The Best Economic Interest Of The City, Regarding The Following Existing Contracts: 1) The Miami Beach Golf Course Clubhouse, Restroom Pavilions And Maintenance Yard Building; 2) The Design, Permitting And Construction Of Four New Restroom/Concession Facilities Within The Beachfront Parks Located At 21st, 46th, 53rd, And 64th Streets; And 3) The Job Order Contracting (JOC) Contract Relative To The Following Miami Beach Convention Center Projects: A) Chiller Replacement; B) Replacement Of Air Handlers; And C) Refurbishment Of 12 Air Handling Units. (Page 186)  
(Procurement)

**End of Consent Agenda**



## **PA - Presentations and Awards**

- PA1 Certificate Of Appreciation To Be Presented To T.C. Adderly For His Work As The City's Liaison To The South Florida Employment & Training Consortium.  
(Requested by Commissioner Matti Herrera Bower)
- PA2 Certificate Of Appreciation To Be Presented To Gladys Rustan-Hernando For Her Work In The Community.  
(Requested by Commissioner Matti Herrera Bower)
- PA3 Proclamation To Be Presented In Honor Of National Women's History Month.  
(City Manager's Office)
- PA4 Certificates Of Appreciation To Be Presented To Parking Department Employees Guillermo Gonzalez And Julio Ledo.  
(City Manager's Office)
- PA5 Certificates Of Completion To Be Presented To Participants Of The City Of Miami Beach Community Emergency Response Team (CERT).  
(Neighborhood Services)
- PA6 Certificate Of Appreciation To Be Presented To Rain Drop Day Care Center For Their Dedication In Providing Quality Childcare Services To Working Families.  
(Requested by Commissioner Matti Herrera Bower)

AGENDA ITEM PA1-6  
DATE 3-17-04

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**

**Condensed Title:**

Request for approval to purchase, pursuant to Florida State Contract No. 03-11-0825, from Duval Ford, in the amount of \$232,522, ten (10) 2004 Crown Victoria Police Pursuit vehicles and three (3) 2004 Ford F-150 Pick Up trucks; from Classic Chevrolet, in the amount of \$66,957.45, three (3) 2004 Chevrolet Colorado 4x4 Crew Cab Pick Up Trucks; from Garber Chevrolet, in the amount \$12,561.15, one (1) 2004 Chevrolet Cavalier; and from Atlantic Truck, in the amount of \$57,529, one (1) 2004 F-750 Five Cubic Yard Dump Body Truck.

**Issue:**

Shall the Commission approve the purchase?

**Item Summary/Recommendation:**

The ten (10) 2004 Crown Victoria Police Pursuit vehicles will be funded by the Federal Justice Confiscation (LETf) Fund. The three (3) 2004 Ford F-150 4x2 Pick Up trucks are budgeted replacements and will be funded by the Parking Enterprise Fund Capital Account. The three (3) 2004 Chevrolet Colorado 4x4 Crew Cab Pick Up trucks are budgeted replacements and will be funded by the Fleet Management Replacement Fund. The one (1) 2004 Chevrolet Cavalier is a budgeted replacement and will be funded by the Parking Enterprise Fund Capital Account. The 2004 Ford F-750 Dump Body truck is a budgeted replacement and will be funded by the Fleet Management Replacement Fund.

The Administration recommends approving the purchases.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

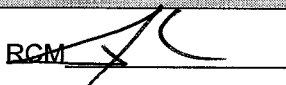
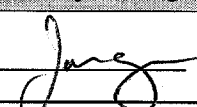
Source of Funds:		Amount	Account	Approved
	1	\$124,486.45	510.1780.000673 Fleet Mgt. Replacement Fund	
	2	\$53,663.15	480.0462.000673 Parking Enterprise Fund Capital Account	
	3	\$191,420.00	603.4750.000673 Federal Justice Confiscation (LETf) Fund	
	4			
	Total	\$369,569.60		

Finance Dept.

**City Clerk's Office Legislative Tracking:**

Andrew Terpak

**Sign-Offs:**

Department Director		Assistant City Manager	City Manager
AT _____	DD _____	RCM 	JMG 
SF _____	FB _____		

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AGENDA ITEM C2A

DATE 3-17-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** March 17, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **REQUEST FOR APPROVAL TO PURCHASE, PURSUANT TO FLORIDA STATE CONTRACT NO. 03-11-0825, FROM DUVAL FORD, IN THE AMOUNT OF \$232,522.00, TEN (10) 2004 FORD CROWN VICTORIA POLICE PURSUIT VEHICLES AND THREE (3) 2004 FORD F-150 4X2 PICK UP TRUCKS; FROM CLASSIC CHEVROLET, IN THE AMOUNT OF \$66,957.45, THREE (3) 2004 CHEVROLET COLORADO 4X4 CREW CAB PICK UP TRUCKS; FROM GARBER CHEVROLET, IN THE AMOUNT OF \$12,561.15, ONE (1) 2004 CHEVROLET CAVALIER; AND FROM ATLANTIC TRUCK, IN THE AMOUNT OF \$57,529.00, ONE (1) 2004 F-750 5 CUBIC YARD DUMP BODY TRUCK.**

### **ADMINISTRATION RECOMMENDATION**

Approve the purchases.

### **BID AMOUNT AND FUNDING**

\$124,486.45	Fleet Management Replacement Fund	510.1780.000673
\$ 53,663.15	Parking Enterprise Fund Capital	480.0462.000673
	Account – On Street	
\$ 191,420.00	Federal-Justice Confiscation (LETf) Fund	603.4750.000673

### **ANALYSIS**

All vehicles are recommended to be purchased pursuant to Florida State Contract No. 03-11-0825.

On February 25, 2004, the Mayor and Members of the City Commission adopted Resolution No. 2004-25496 appropriating funds from the Law Enforcement Trust Fund to purchase ten (10) 2004 Ford Crown Victoria Police Pursuit vehicles. Said vehicles are a continued initiative of the Miami Beach Police Department and the Fraternal Order of Police Take Home Vehicle Program and will be used as marked units.

The three (3) 2004 Ford F-150 4x2 Pick Up Trucks are budgeted replacements and will be funded by the Parking Department Enterprise Fund Capital Account. These trucks will be used by the On-Street Parking Division. One (1) Ford F-150 truck will be used by an Enforcement supervisor for patrolling and assisting in special events mobilization of removable signs and posts throughout the City and will be equipped with a heavy duty tow



package. Two (2) of these trucks will be used in the moving of meter heads and related equipment.

The three (3) 2004 Chevrolet Colorado 4x4 Crew Cab Pick Up Trucks are budgeted replacements and will be funded by the Fleet Management Replacement Fund. These vehicles will be used by the Parks & Recreation Department Beach Patrol for transporting personnel.

The 2004 Chevrolet Cavalier is a budgeted replacement and will be funded by the Parking Enterprise Fund. This vehicle will be used in parking enforcement for zones that are very spread out in the City and require a lot of driving.

The 2004 Ford F-750 Dump Truck is a budgeted replacement and will be funded by the Fleet Management Replacement Fund. This vehicle will be used by the Public Works Streets Division in the repair and maintenance of City streets and to haul equipment. This vehicle will be equipped with a five cubic yard dump body.


The vehicles listed below have met or exceeded the established criteria for replacement.

Replacement Vehicles

Veh#	Dept.	Year	Make/Model	Mi./Hours	Life to Date Maintenance	Condition
1483	0462	1999	Cushman	19,126 hrs	\$ 7,083.00	Poor
1485	0462	1999	Cushman	13,283 hrs	\$ 8,809.00	Poor
0801-4	0462	1994	Ford F-150	43,800 mi	\$ 7,862.59	Poor
0816-4	0462	1994	Ford F-150	50,350 mi	\$12,610.75	Poor
0632-2	0840	1992	Ford F-600	34,306 mi	\$21,851.17	Poor
1926	0960	2000	Jeep Cherokee	21,099 mi	\$ 4,437.00	Poor
1927	0960	2000	Jeep Cherokee	15,494 mi	\$ 5,491.06	Poor
1928	0960	2000	Jeep Cherokee	28,053 mi	\$ 4,484.00	Poor

The criteria are based on age, mileage, maintenance, engine hours (one engine hour idling = 35 miles), and overall condition of the vehicle. The life to date maintenance includes all costs associated with the vehicle, including, but not limited to, repairs, routine maintenance, accidents and other damage.

The Administration recommends that the City Commission approve the purchases pursuant to Florida State Contract No. 03-11-0825 of ten (10) 2004 Ford Crown Victoria Police Pursuit vehicles and three (3) Ford F-150 4x2 Pick Up Trucks from Duval Ford, in the amount of \$232,522.00; three (3) 2004 Chevrolet Colorado 4x4 Crew Cab Pick Up Trucks from Classic Chevrolet, in the amount of \$66,957.45; one (1) 2004 Chevrolet Cavalier, from Garber Chevrolet, in the amount of \$12,561.15 and one (1) 2004 Ford F-750 Five Cubic Yard Dump Truck from Atlantic Truck, in the amount of \$57,529.00.

  
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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

Request for Approval to Purchase, Pursuant to General Services Administration Contract No. GS-30F-1021D, from Nortrax Equipment Company, in the Amount of \$57,470.54, One (1) 2004 John Deere 280 Skid Steer with Trailer.

**Issue:**

Shall the Commission approve the purchase?

**Item Summary/Recommendation:**


The 2004 John Deere 280 Skid Steer and Trailer are **budgeted replacements** and will be funded by the Fleet Management Replacement Fund. This equipment will be used by the Public Works Streets Division. This equipment will be equipped with a 16,000 pound capacity trailer, 84-inch construction bucket, a John Deere cold planer and a John Deere 84-inch angle broom with 12 volt receiver. City vehicle 0684-4 is being used as a trade-in toward the new unit with a trade-in value of \$2,500.00 which is included in the purchase price.

The Administration recommends the approval of a purchase order.

**Advisory Board Recommendation:**

n/a



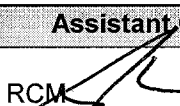
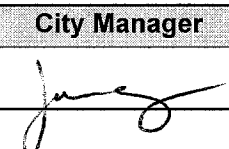
**Financial Information:**

Source of Funds:	Amount		Account		Approved
 Finance Dept.	1	\$57,470.54	510.1780.000673	Fleet Mgt	
	2		Replacement Fund		
	3				
	4				
	<b>Total</b>	<b>\$57,470.54</b>			

**City Clerk's Office Legislative Tracking:**

Andrew Terpak

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
FB  AT 	RCM 	JMG 

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AGENDA ITEM C2B  
DATE 3-17-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** March 17, 2004

**From:** Jorge M. Gonzalez  
City Manager

A handwritten signature of Jorge M. Gonzalez.

**Subject:** **REQUEST FOR APPROVAL TO PURCHASE, PURSUANT TO GENERAL SERVICES ADMINISTRATION CONTRACT NO. GS-30F-1021D, FROM NORTRAX EQUIPMENT COMPANY, IN THE AMOUNT OF \$57,470.54, ONE (1) 2004 JOHN DEERE 280 SKID STEER WITH TRAILER.**

### ADMINISTRATION RECOMMENDATION

Approve the purchase.

### BID AMOUNT AND FUNDING

\$ 57,470.54      Fleet Management Replacement Fund      510.1780.000673

### ANALYSIS

The purchase of one (1) John Deere 280 Skid Steer is recommended to be purchased pursuant to General Services Administration Contract No. GS-30F-1021D.

The 2004 John Deere 280 Skid Steer and trailer are budgeted replacements and will be funded by the Fleet Management Replacement Fund. This equipment will be used by the Public Works Streets Division. This equipment is an integral part of asphalt maintenance and repair on City streets and will be used daily. This machinery will be equipped with a 16,000 pound capacity trailer, 84-inch construction bucket, a John Deere cold planer and a John Deere 84-inch angle broom with 12 volt receiver.

The vehicles listed below have met or exceeded the established criteria for replacement:

Veh#	Dept.	Year	Make/Model	Mi./Hours	Life to Date Maintenance	Condition
0684-4	0840	1994	Case 1854C	985 hrs	\$ 22,206.80	Poor
0636-4	0840	1994	Cust. Trailer	-	\$ 1,778.56	Poor

The criteria are based on age, mileage, maintenance, engine hours (one engine hour idling = 35 miles), and overall condition of the vehicle. The life to date maintenance includes all costs associated with the vehicle, including, but not limited to, repairs, routine maintenance, accidents and other damage.

City Vehicle No. 0684-4, listed above, is being used as a trade-in toward the new unit and

the trade-in value of \$2,500.00 is included in the purchase price.

The Administration recommends that the City Commission approve the purchase of one (1) 2004 John Deere 280 Skid Steer with trailer, pursuant to General Services Administration Contract No. GS-30F-1021D, from Nortrax Equipment Company, in the amount of \$57,470.54.

  
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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

Request for approval to purchase, pursuant to Florida State Contract No. 03-04-0828, from Ten-8 Fire Equipment, Inc., in the amount of \$431,355, three (3) 2005 International 4300LP Medtec Rescue Vehicles.

**Issue:**

Shall the Commission approve the purchase?

**Item Summary/Recommendation:**

The three (3) 2005 International 4300LP Medtec Rescue Vehicles are budgeted replacements and will be funded by the Fleet Management Replacement Fund. The vehicles will be used by the Fire Department's Fire Rescue Division. These vehicles will be equipped with a larger walk through access from the cab to the patient care area, a more efficient air conditioning system and up to date power and lighting systems. The cost per vehicle is \$143,785.

The Administration recommends that the City Commission authorize the purchase of three (3) 2005 International 4300LP Medtec Rescue Vehicles, pursuant to Florida State Contract No. 03-04-0828, from Ten-8 Equipment Fire Equipment Company, in the amount of \$431,355 and further direct Fleet Management to auction the vehicles that are being replaced.

**Advisory Board Recommendation:**

A Committee of Fire Rescue and Fire Administrative staff designed a better layout for patient care.

**Financial Information:**

Source of Funds:	Amount		Account	Approved
	1	\$431,355.00	510.1780.000673 Fleet Mgt. Replacement Fund	
	2			
	3			
	4			
	<b>Total</b>	<b>\$431,355.00</b>		

Finance Dept.

**City Clerk's Office Legislative Tracking:**

Andrew Terpak

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
AT	RCM	JMG

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AGENDA ITEM C2C  
DATE 3-17-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** March 17, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject: REQUEST FOR APPROVAL TO PURCHASE, PURSUANT TO FLORIDA  
STATE CONTRACT NO. 03-04-0828, FROM TEN-8 FIRE EQUIPMENT,  
INC., IN THE AMOUNT OF \$431,355.00, THREE (3) 2005  
INTERNATIONAL 4300 LP MEDTEC RESCUE VEHICLES.**

### ADMINISTRATION RECOMMENDATION

Approve the purchase.

### BID AMOUNT AND FUNDING

\$ 431,355	Fleet Management Replacement Fund	510.1780.000673
------------	-----------------------------------	-----------------

### ANALYSIS

These vehicles are recommended to be purchased pursuant to Florida State Contract No. 03-04-0828.

The three (3) 2005 International 4300LP Medtec Rescue vehicles are budgeted replacements and will be funded by the Fleet Management Replacement Fund. This equipment will be used by the Fire Department's Fire Rescue Division. The cost per vehicle is \$143,785.

A Committee of Fire Rescue and Fire Administrative staff designed a better layout for patient care. The vehicle's body height will be approximately two inches taller to allow for ease of crew movement. The vehicles will be equipped with a large walk through access from vehicle cab to the patient care area, a more efficient air conditioning system greatly reducing maintenance costs, and up to date power and lighting systems. The vehicles will include warranties on chassis, engine, and Medtec body. Please see attachments for specific warranty information and a picture of the vehicle.



The (condensed) features/options selected for these vehicles are as follows:

245 HP engine  
 EVS 3000 transmission  
 Michelin tires  
 Aluminum wheels  
 Extended walk-thru opening  
 Map box and console  
 Power side mirrors  
 Map light  
 Audible door open alarm  
 4th battery  
 2 Additional 12 V outlets  
 Inverter  
 (2) Kusmaul auto eject  
 Light warning system  
 Whelen siren  
 Air horns  
 Foot pedal horn activation  
 Passenger side air horn switch  
 LED grille lights  
 LED intersector lights  
 LED side body lights  
 LED front body lights  
 Front lightbar (Whelen Freedom)  
 Rear wheelwell LED lights  
 Side door scene light activation  
 Scene light reset switch  
 LED rear body lights  
 Load light flanges  
 (2) Additional LED rear body lights  
 Park override  
 74" head room

Truck number plates  
 Compartment modifications and  
 Roll-up doors  
 Side windows (2)  
 Assist handles  
 Sliding windows-rear entry doors  
 Clock  
 Power door locks  
 Additional door lock switch (2)  
 Compartment lighting  
 Slideout board with O2 mounts  
 Adjustable shelving  
 Pull out trays  
 Stainless steel countertop  
 Fans (2)  
 Restocking Doors (3)  
 Writing Tray  
 Hoseline combination A/C 12v/110v  
 Hepa filter system  
 Child attendant seat  
 CPR seat  
 Sharps compartment (2)  
 Squad bench compartment  
 Additional O2 outlet  
 Additional radio power connection  
 Paint  
 Lettering and striping  
 Additional manuals (2 sets)  
 Inspection trips (2 - 2 People)

The vehicles listed below have met or exceeded the established criteria for replacement:

Veh#	Dept.	Year	Make/Model	Mi./Hours	Life to Date Maintenance	Condition
1001	1220	1997	Ford E40	36,380 mi	\$22,129.00	Poor
1002	1220	1997	Ford E40	60,268 mi	\$21,426.20	Poor
1003	1220	1997	Ford E40	47,769 mi	\$25,057.00	Poor

The criteria are based on age, mileage, maintenance, engine hours (one engine hour idling = 35 miles), and overall condition of the vehicle. The life to date maintenance includes all costs associated with the vehicle, including, but not limited to, repairs, routine maintenance, accidents and other damage.

## **CONCLUSION**

The Administration recommends that the City Commission authorize the purchase of three (3) 2005 International 4300LP Medtec Rescue Vehicles, pursuant to Florida State Contract No. 03-04-0828, from Ten-8 Equipment Fire Equipment Company, in the amount of \$431,355 and further direct Fleet Management to auction the vehicles that are being replaced.

JMG/RCM/GL/AET/mo

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# INTERNATIONAL

## LIMITED WARRANTY BASIC WARRANTY FOR MEDIUM DUTY **1000,4200,4300,4400,4700,4800,4900,7300 4X2,7400 4X2,SERIES DIAMOND SPEC™**

### BASIC VEHICLE COVERAGE

International Truck & Engine Corp., at its option, will repair or replace any part of this vehicle which proves defective in material or workmanship, in normal use and service, with new or ReNEWed® parts, for the time period listed, from new vehicle delivery date, regardless of distance traveled. Exceptions are listed herein under *What Is Not Included Under Basic Coverage*.

*This limited warranty is automatically transferred to subsequent owners at no charge, except provisions relating to Diamond Emergency Breakdown Service (EBS), as described in Paragraph I, 1, which is valid for the first customer only,*

### ADDITIONAL COMPONENT COVERAGE

The components described below are given **additional** warranty coverage of variable time periods and distance traveled limitations, as shown in the *Warranty Coverage Schedule*.

1. Frame Side Rails.
2. Cab/Cowl Structure (on-highway applications).
3. The Cab/Cowl is warranted against perforation due to corrosion, except for perforation caused by industrial chemicals and/or corrosion caused by use in a corrosive industrial environment.
4. International Diesel Engines including: block, cylinder heads, fuel pump, high pressure pump, turbocharger, internally lubricated components, and water pump, injectors/nozzles; electronic modules, relays, sensors and regulators required for electronic engine operation. **Note:** Thermostats, attaching accessories (e.g., fan clutch, alternator, starter, etc.), or externally mounted electrical and filtration systems, glow plugs, glow plug relay, and harness are warranted for 12 months/unlimited mileage.

## WARRANTY COVERAGE SCHEDULE

Items Covered	Months	Miles/Km (000)
<b>BASIC VEHICLE COVERAGE</b>		
Basic Vehicle Warranty <b>1000, 4200, 4300, 4400, 4700, 4800, 4900, 7300 4X2, 7400 4X2</b>	24	Unlimited
<b>COMPONENTS</b>		
Frame side rails	60	Unlimited
Frame side rails <b>42/43/44/73/74/7500 ONLY</b>	84	Unlimited
Cab/cowl structure	60	Unlimited
Cab/cowl perforation corrosion	60	Unlimited
<b>INTERNATIONAL® ENGINE</b>		
T 444E, VT 365, DT 466, International 530	36	150/240
T 444E, VT 365 Glow Plug, Relay & Harness/Connectors (All Applications)	12	Unlimited
T 444E, VT 365, DT 466, or International 530 (Fire Trucks, Ambulances, Emergency Rescue applications only)	60	100/160

### OBTAINING SERVICE

Return this vehicle to any International Truck Dealer authorized to service this model vehicle and engine.

**IMPORTANT:** The information contained in this Warranty Policy explains the coverage provided on your new International vehicle. This policy should be kept in the vehicle for presentation to the Dealer when you request warranty services.

**Note: The customer has 180 days from DTU (delivery to end user) to purchase any extended warranty on the unit. See your local International dealer for details.**

# INTERNATIONAL

CTS-2075E

## Diamond EBS® Support Coverage - Addendum I

### I. Coverage Period

1. The Diamond Emergency Breakdown Service (EBS) is valid for as long as the first purchaser owns, or the first purchaser's lessee is using, the Diamond SPEC™ vehicle. Emergency Breakdown Service 1-888-DIA-7600.

### II. International Responsibilities

1. Under Diamond Emergency Breakdown Service, International will waive the per incident fee typically associated with providing this breakdown service.
2. Under Diamond Emergency Breakdown Service, Condition will be monitored from breakdown to completion of repairs with the exception of fuel and tire-related failures, which will receive referral-only service.

### III. Owner and/or Operator Responsibilities

1. To qualify for Diamond Emergency Breakdown Service, the customer must arrange, in advance, payment terms for any work performed on the vehicle not otherwise covered under the vehicle warranty.
2. At all times the owner is responsible for the proper use and routine maintenance of their own vehicle, as specified in the vehicle owner's manual.

### IV. Limitations

Diamond Emergency Breakdown Service will not be provided in the event of strike, riot, fire, force majeure, or state of emergency weather conditions, which preclude fulfillment of those responsibilities outlined in Section II. In these events, no compensation will be offered.

## WHAT IS NOT INCLUDED UNDER BASIC COVERAGE

### AFTER THE FIRST 90 DAYS FROM DELIVERY TO USER (DTU):

- Correction of loose fasteners, squeaks, rattles and unusual noises.
- Towing.
- Adjustments and maintenance (e.g., aim headlights, adjust brake/clutch, adjust steering system, check and fill coolant levels).
- **COMPONENTS / ITEMS:**
- Warranted by their respective manufacturers (e.g., non-International brand engines, tires & tubes, Allison Transmissions, radios, lubricants, etc.)
- Bodies, equipment, and accessories installed by other than authorized International Truck employees at International Truck manufacturing plants.
- Front and rear axle alignment.
- **REPAIRS & MAINTENANCE:**
- Maintenance-related items/repairs, or those as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication and other similar procedures/parts required to keep vehicle in good working condition.
- Vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision.
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes, improper polishes, cleaners or washing solutions, or chemical and industrial fallout.
- Failure to observe published capacity or load specifications for engine, transmission, propshaft, axles (power train) and suspension.
- **OTHER:**
- Vehicles sold and/or operated outside the United States and Canada.
- Vehicles/components which have had unauthorized alterations or modifications.
- Vehicles on which the odometer reading has been altered.
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses.
- Replacement of defective parts with parts other than those provided by International Trucks.

# MEDTEC AMBULANCE CORPORATION

## LIMITED WARRANTY

MEDTEC AMBULANCE CORPORATION warrants each new ambulance manufactured by MEDTEC for a period of twelve (12) months or 12,000 miles from the date of delivery to the original retail purchaser by an authorized MEDTEC distributor or dealer to be free from defects in materials and workmanship under normal use and service. The obligation of MEDTEC under this warranty is limited to repairing or replacing, at its option, any part or parts thereof which shall, within twelve (12) months or 12,000 miles after delivery of such ambulance to the original retail purchaser, be returned with transportation charges pre-paid to an authorized MEDTEC distributor, and which examination shall disclose to have been defective, except as hereinafter provided. The following items are excluded by MEDTEC warranty.

- Chassis or items supplied by chassis manufacturer
- Tires, tire balancing, or wheel alignments
- General tightening, light bulbs or headlamp adjustments
- Separately manufactured items installed by MEDTEC including, but not limited to: batteries sirens, battery chargers, inverters, lightbars and similar equipment. These are covered by warranties supplied by the manufacturer of the components.
- Normal wear, abuse, accident, negligence or unapproved alteration of original parts.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by MEDTEC AMBULANCE CORPORATION and shall be performed solely by MEDTEC AMBULANCE CORPORATION or a repair facility designated by MEDTEC AMBULANCE CORPORATION. The expense of any transportation to or from such repair facility shall be that of the purchaser and is not an item covered by this warranty.

MEDTEC AMBULANCE CORPORATION reserves the unrestricted right at any time and from time to time make changes in design of and/or improvements on its products without thereby imposing any obligation on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

EXCLUSIONS AND LIMITATIONS: THIS MANUFACTURER'S WARRANTY IS PROVIDED IN PLACE OF ANY AND ALL OTHER REPRESENTATIONS OF EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF MEDTEC AMBULANCE CORPORATION OR ANY OF ITS DISTRIBUTORS OTHER THAN SET FORTH IN THIS MANUFACTURER'S WARRANTY. YOUR RIGHT TO SERVICE AND REPLACEMENT OF PARTS ON THE TERMS EXPRESSLY SET FORTH HEREIN ARE YOUR EXCLUSIVE REMEDIES AND NEITHER THE MANUFACTURER NOR ANY OF ITS DISTRIBUTORS SHALL BE LIABLE FOR DAMAGES WHETHER ORDINARY, INCIDENTAL OR CONSEQUENTIAL.

**MEDTEC™**

A PIERCE COMPANY

64697 U.S. 33 • Goshen, IN 46526

# MEDTEC AMBULANCE CORPORATION

## LIFETIME ELECTRICAL WARRANTY

MEDTEC AMBULANCE CORPORATION warrants the integrity of the electrical system on each new ambulance manufactured by MEDTEC for a period equal to the term of service of the vehicle to the original purchaser from the date of delivery to the retail purchaser by an authorized MEDTEC distributor or dealer to be free from defects in materials and workmanship under normal use and service. The obligation of MEDTEC under this warranty is limited to repairing or replacing, at its option, any part or parts thereof which shall, after delivery of such ambulance to the original retail purchaser, be returned with transportation charges pre-paid to an authorized MEDTEC distributor, and which examination shall disclose to have been defective.

Items specifically covered are:

- Electrical harnesses and harness installation
- Printed circuit board
- Circuit breakers and relays

Items excluded are:

- Chassis electrical systems and components installed by chassis manufacturer
- Separately manufactured items installed by MEDTEC including, but not limited to: batteries, sirens, battery chargers, inverters, lightbars and similar equipment. These are covered by warranties supplied by the manufacturer of the components.
- Periodic tightening and cleaning of connection terminals as this is considered routine maintenance.
- Normal wear, abuse, accident, negligence or unapproved alteration of original parts.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by MEDTEC AMBULANCE CORPORATION and shall be performed solely by MEDTEC AMBULANCE CORPORATION or a repair facility designated by MEDTEC AMBULANCE CORPORATION. The expense of any transportation to or from such repair facility shall be that of the purchaser and is not an item covered by this warranty.

MEDTEC AMBULANCE CORPORATION reserves the unrestricted right at any time and from time to time to make changes in design of and/or improvements on its products without thereby imposing any obligation on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

EXCLUSIONS AND LIMITATIONS: THIS MANUFACTURER'S WARRANTY IS PROVIDED IN PLACE OF ANY AND ALL OTHER REPRESENTATIONS OF EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF MEDTEC AMBULANCE CORPORATION OR ANY OF ITS DISTRIBUTORS OTHER THAN SET FORTH IN THIS MANUFACTURER'S WARRANTY. YOUR RIGHT TO SERVICE AND REPLACEMENT OF PARTS ON THE TERMS EXPRESSLY SET FORTH HEREIN ARE YOUR EXCLUSIVE REMEDIES AND NEITHER THE MANUFACTURER NOR ANY OF ITS DISTRIBUTORS SHALL BE LIABLE FOR DAMAGES WHETHER ORDINARY, INCIDENTAL OR CONSEQUENTIAL.

# **MEDTEC™**

A PIERCE COMPANY

64697 U.S. 33 • Goshen, IN 46526

# MEDTEC AMBULANCE CORPORATION

## LIFETIME

### MODULAR BODY STRUCTURAL WARRANTY

MEDTEC AMBULANCE CORPORATION warrants each new modular ambulance body (exclusive of paint finish, hardware, fiberglass components, moldings, windows and other appointments and accessories) is structurally sound and free of all structural defects of both material and workmanship and further warrants that it will maintain such structural integrity for a period equal to the term of service of the vehicle to the original purchaser from date of manufacturer's certification plate attached thereto.

In the event of a chassis remount this structural integrity warranty shall remain in effect providing the rechassis work is completed by MEDTEC AMBULANCE CORPORATION or a facility approved by MEDTEC AMBULANCE CORPORATION.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by MEDTEC AMBULANCE CORPORATION and shall be performed solely by MEDTEC AMBULANCE CORPORATION or a repair facility designated by MEDTEC AMBULANCE CORPORATION. The expense of any transportation to or from such repair facility shall be that of the purchaser and is not an item covered by this warranty.

This warranty is conditioned upon normal use and proper maintenance of such modular body; prompt written notice of all defects submitted to MEDTEC AMBULANCE CORPORATION or one of its authorized dealers in the area; no repair or additions thereto except by MEDTEC AMBULANCE CORPORATION or authorized by it; said defect not resulting from misuse, negligence, accident, remounting, overloading beyond applicable weight rating by customer or third parties. If any of such conditions are not complied with, this warranty becomes void and unenforceable.

MEDTEC AMBULANCE CORPORATION reserves the unrestricted right at any time and from time to time to make changes in design of and/or improvements on its products without thereby imposing any obligation on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

EXCLUSIONS AND LIMITATIONS: THIS MANUFACTURER'S WARRANTY IS PROVIDED IN PLACE OF ANY AND ALL OTHER REPRESENTATIONS OF EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF MEDTEC AMBULANCE CORPORATION OR ANY OF ITS DISTRIBUTORS OTHER THAN SET FORTH IN THIS MANUFACTURER'S WARRANTY. YOUR RIGHT TO SERVICE AND REPLACEMENT OF PARTS ON THE TERMS EXPRESSLY SET FORTH HEREIN ARE YOUR EXCLUSIVE REMEDIES AND NEITHER THE MANUFACTURER NOR ANY OF ITS DISTRIBUTORS SHALL BE LIABLE FOR DAMAGES WHETHER ORDINARY, INCIDENTAL OR CONSEQUENTIAL.

**MEDTEC™**

A PIERCE COMPANY

64697 U.S. 33 • Goshen, IN 46526

# ***MEDTEC AMBULANCE CORPORATION***

## **PAINT WARRANTY**

MEDTEC AMBULANCE CORPORATION warrants each new ambulance finished with PPG Fleet Finishes for a period of four (4) years or 48,000 miles (whichever occurs first) from the date of manufacturer's certification. Backed by superior DELTRON, DELTRON 2000, CONCEPT, DELTA, DURETHANE and related products PPG finishes will guarantee in writing the durability of any paint work performed to PPG standards. The finished areas shall be covered for the following paint failures:

- Peeling or delamination of the topcoat and/or other layers of paint
- Cracking or checking
- Loss of gloss caused by cracking, checking and hazing
- Any paint failure caused by defective PPG Fleet Finishes which are covered by this guarantee

### **Exclusions:**

Hazing, chalking, or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy-duty pressure washing, or aggressive mechanical wash systems

- Paint deterioration caused by abuse, accidents, acid rain, chemical fallout or acts of nature
- Accidents, scratches, chips, bruises, and gloss reduction due to normal vehicle use and maintenance
- Custom finishes, exotic finishes or any other finish than standard refinish procedure
- Failures resulting from product misuse or abuse
- Repairs done to previously refinished areas unless stripped to bare metal or appropriate substrate
- Claims presented without proper guarantee documentation
- Failures on finishes performed by non-PPG Certified Refinish Technicians
- Failures on finishes performed by non-PPG Certified Repair Centers

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by MEDTEC AMBULANCE CORPORATION and shall be performed solely by MEDTEC AMBULANCE

CORPORATION or a repair facility designated by MEDTEC AMBULANCE CORPORATION. The expense of any transportation to or from such repair facility shall be that of the purchaser and is not an item covered by this warranty.

Page 2 – PAINT WARRANTY

MEDTEC AMBULANCE CORPORATION reserves the unrestricted right at any time and from time to time to make changes in design of and/or improvements on its products without thereby

imposing any obligation on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

**Electrolysis:**

Electrolysis is caused by two or more dissimilar metals reacting against each other causing paint to lift and blister. The emergency vehicle industry has battled this problem for many years. Your new MEDTEC Ambulance comes standard with a protective coating of ECK applied between all handles, hinges, lights and hardware attachment points. This protective coating is designed to reduce and control the natural occurring process of galvanic corrosion (electrolysis), should you remove any of the components where ECK has been applied they must be recoated prior to re-installation.

Since galvanic corrosion is a naturally occurring process and not a preparation or paint application problem it is not covered under the Medtec Paint Warranty. MEDTEC AMBULANCE CORPORATION will, however, at its discretion offer some expense relief on a per call basis if this should occur. General guidelines are as follows:

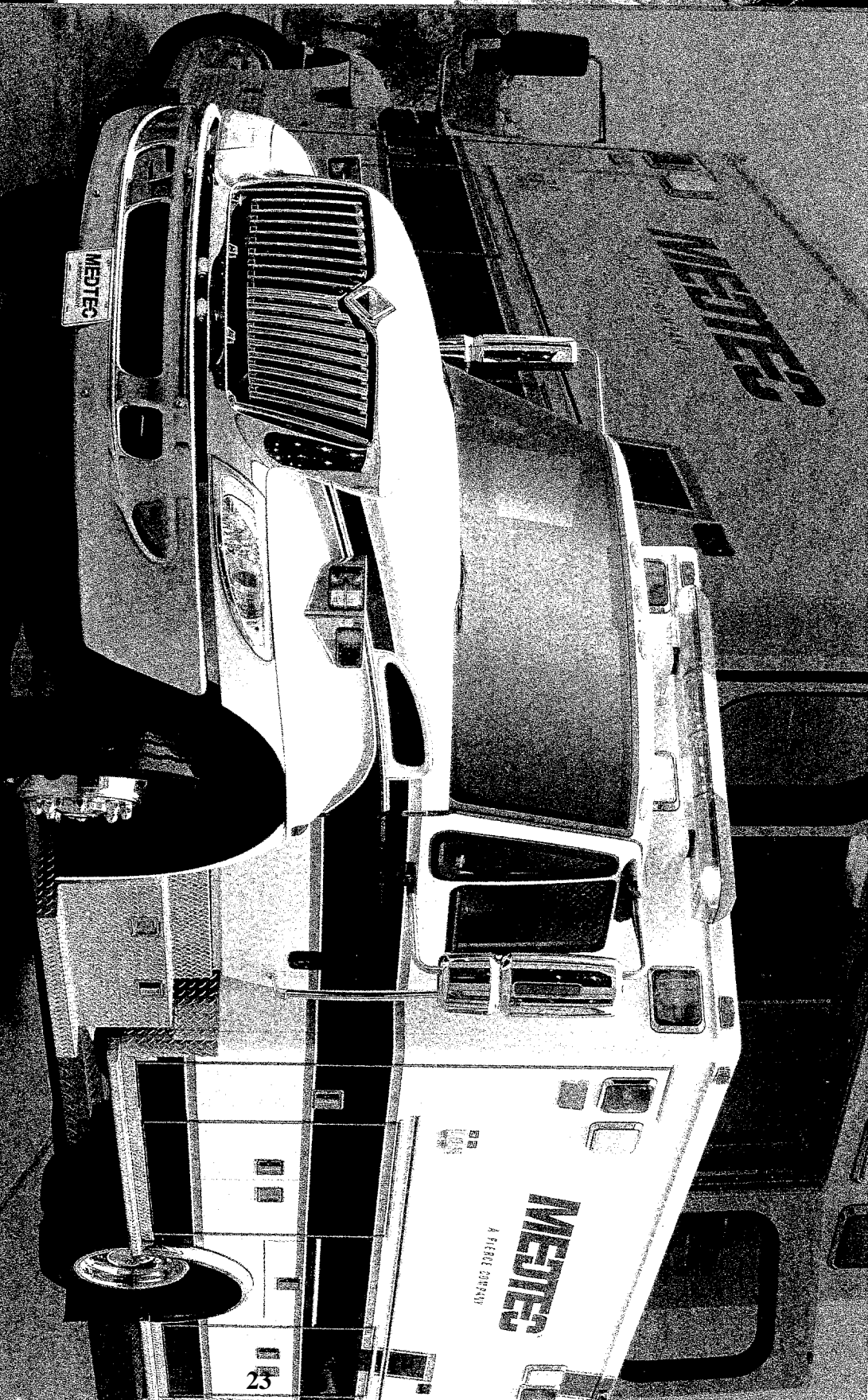
- Up to 12 Months/12,000 Miles – 100% Coverage
- Up to 24 Months/24,000 Miles – 75% Coverage
- Up to 36 Months/36,000 Miles – 50% Coverage
- Up to 48 Months/48,000 Miles – 25% Coverage

**MEDTEC™**  
A PIERCE COMPANY  
64697 U.S. 33 • Goshen, IN 46526



BE READY. BE SURE.  
**MEDTEC**  
A PIERCE COMPANY

## ADDITIONAL DUTY TYPE I AD-170 AD-166

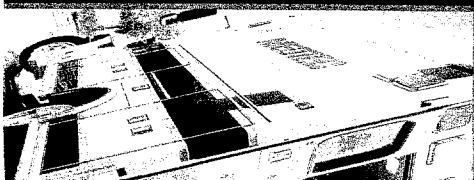


**In a nutshell, AD-170 and AD-166 deliver long life, low maintenance, room to work and performance that rivals any rig you've ever seen.** We've packed these ambulances with a long list of standard options and still managed to save enough room for you, your crew and most of the equipment in the house.

With these rigs, you've got full walk-around headroom, an easy-access medical control center, massive storage space, and outside compartments complete with roll-form doors and can-over closures to keep your gear safely stowed. Whatever you put into these trucks, you know their medium-duty chassis can carry the load, anywhere, at anytime.

Beyond the nuts and bolts of the inside, these ambulances are built to last, and to keep you and your passengers safe. The unitized body construction is structurally reinforced with cross members every 12" for added strength. Radius corners, high-end padding, and bright lighting from top to bottom ensure a more comfortable work environment.

**Ultimately, Medtec's AD-170 and AD-166 are engineered to help you administer better care and save you time when you need it most.**



**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Request for Approval to Purchase Two (2) 2004 GO-4 Model BT 57 Parking Enforcement Vehicles from Florida Electric & Gas Vehicles, Inc., in the Amount of \$51,342.00, Pursuant to Section 2-367(d) of the Miami Beach City Code.

**Issue:**

Shall the Commission approve the purchase?

**Item Summary/Recommendation:**

The Florida Electric & Gas Vehicle, Inc. is a sole source provider of the GO-4 three-wheeled, on road Parking Enforcement vehicles. Florida Electric & Gas Vehicles, Inc. is also the only authorized dealer in Florida to perform warranty work and service. The three-wheeled on-road parking enforcement vehicles previously purchased by the City from Cushman/Textron are no longer manufactured. The GO-4 vehicles have been identified as suitable replacements for the Parking Enforcement Division's Cushman vehicles.

The Administration recommends approving the purchase.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

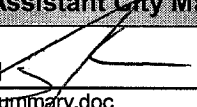
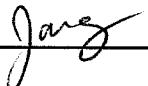
Source of Funds:		Amount	Account	Approved
	1	\$51,342.00	480.0462.000673 Parking Enterprise Fund Capital Account	
	2			
	3			
	4			
	Total	\$51,342.00		

Finance Dept.

**City Clerk's Office Legislative Tracking:**

Andrew Terpak

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
SF _____ AT _____	RCM 	JMG 

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AGENDA ITEM C2D

DATE 3-17-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** March 17, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** A REQUEST FOR APPROVAL TO PURCHASE TWO (2) 2004 GO-4  
MODEL BT 57 PARKING ENFORCEMENT VEHICLES FROM FLORIDA  
ELECTRIC & GAS VEHICLES, IN THE AMOUNT OF \$51,342.00,  
PURSUANT TO SECTION 2-367(d) OF THE MIAMI BEACH CITY CODE.

### ADMINISTRATION RECOMMENDATION

Approve the purchase.

### FUNDING

\$ 51,342.00      Parking Enterprise Fund Capital Account      480.0462.000673

### ANALYSIS

The Florida Electric & Gas Vehicles, Inc. is the sole source provider of the gas powered GO-4 on-road three wheel vehicles. These vehicles are typically used by municipalities' parking enforcement divisions. Florida Electric & Gas Vehicles, Inc. is also the only authorized dealer in Florida to perform warranty work and service. Please refer to attached letter dated March 1, 2004.

The GO-4 vehicles will replace the Cushman parking enforcement vehicles listed below:

Veh#	Dept.	Year	Make	Hours	Life to Date Maintenance	Condition
1487	0462	1999	Cushman	6,508	\$7,198.11	Poor
1488	0462	1999	Cushman	6,037	\$8,276.85	Poor

The criteria are based on age, mileage, maintenance, engine hours (one engine hour idling = 35 miles), and overall condition of the vehicle. The life-to-date maintenance includes all costs associated with the vehicle, including, but not limited to, repairs, routine maintenance, accidents and other damage.

Historically the City purchased three wheeled on-road vehicles manufactured by Cushman/Textron. Two years ago Cushman/Textron discontinued this line of vehicle. The GO-4 vehicles are vehicles that have been identified as suitable replacements for the Parking Department's Parking Enforcement Division's Cushman vehicles. Each of these vehicles has exceeded its life expectancy, becoming costly to repair and are no longer dependable.

We have evaluated alternative on-road vehicles to be used in Parking Enforcement. The criteria in the evaluations were: size and maneuverability; fuel efficiency and range, visibility and safety. The following is a list of vehicles evaluated:

1. Right Hand Drive Jeep Wrangler - Entering and exiting the vehicle was difficult.
2. Ford Think – This is an electric vehicle whose range is limited; driver's door opened into traffic.
3. Trans 2 – Electric vehicle with limited range; driver's door opened into traffic.
4. Chevy Cavalier - Too large to maneuver in most operations; engine not designed to idle for extended lengths of time; driver's door opened into traffic.
5. The Sparrow/Corbin Motors – Electric vehicle with limited range; restricted ingress/egress.
6. Bombardier – electric vehicle with limited range
7. Ford Ranger – Too large to maneuver in most operations; engine not designed to idle for extended lengths of time; driver's door opened into traffic.
8. GO-4 – this vehicle was found to be best because of size and maneuverability in tight areas, its fuel economy is excellent, it is easily identifiable as a Parking Enforcement vehicle and the driver has the ability to exit the vehicle from either side, thus avoiding traffic.

It is our recommendation to purchase the vehicles manufactured by GO-4 at this time so the Parking Enforcement Division can continue to operate at the current level and reduce the cost of maintenance and down time. Fleet Management and the Parking Department will continue to explore other alternatives.

This vehicle comes with a standard twelve month factory warranty and we recommend the purchase of the additional twelve month extended warranty for a total of twenty-four months.

The Administration recommends that the City Commission approve pursuant to Section 2-367 (d) of the Miami Beach City Code, the Sole Source purchase of two (2) 2004 GO-4 Model BT 57 Parking Enforcement vehicles in the amount of \$51,342.00.

FLA ELECTRIC & GAS VEHICLES INC  
1529 S.W. 3rd Street  
Pompano Beach, Florida 33069  
Phone 954-942-7777  
Fax 954-942-7724

March 1, 2004,

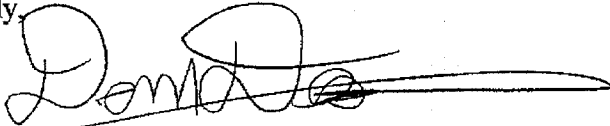
CITY OF MIAMI BEACH  
140 MCARTHUR CAUSE WAY  
MIAMI BEACH FL 33139

Dear , MARTY OLIN

AS PER YOUR REQUEST, THE INFORMATION IS ACCURATE IN THAT THE CUSHMAN ON-ROAD VEHICLE IS NO LONGER IN PRODUCTION, AND HAS BEEN DISCONTINUED AS OF 2002 THE GO-4 MODEL BT 57 IS THE ONLY VEHICLE AVAILABLE FOR PARKING ENFORCEMENT. THIS VEHICLE IS MANUFACTURED IN CANADA AND HAS MORE SAFETY FEATURES THAN THE CUSHMAN, AND IN COMPARISON, WE FIND IT TO BE "STATE OF THE ART" A PRICE QUOTE IS ATTACHED WHICH REFLECTS BASE PRICE ALONG WITH THE OPTIONS.

FLA ELECTRIC AND GAS VEHICLES IS THE ONLY AUTHORIZED DEALER IN THE STATE OF FLORIDA , THAT WOULD BE AUTHORIZED TO PERFORM WARRANTY WORK AND SERVICE .

Sincerely,



DOMINICK DESTEFANO  
FLA ELECTRIC & GAS VEHICLES INC



**GO-4 INTERCEPTOR II**



# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** March 17, 2004

**From:** Jorge M. Gonzalez  
City Manager

A handwritten signature in cursive script, likely belonging to Jorge M. Gonzalez.

**Subject: REPORT OF THE NEIGHBORHOOD / COMMUNITY AFFAIRS  
COMMITTEE MEETING HELD ON FEBRUARY 17, 2004**

A meeting of the Neighborhood / Community Affairs Committee was held on February 17, 2004 at 3:30 p.m. in the City Manager's Large Conference Room. Commissioners in attendance: Matti Herrera Bower, Simon Cruz, Saul Gross, and Richard Steinberg. City staff in attendance: Jorge M. Gonzalez, City Manager; Vivian P. Guzman, Director, Neighborhood Services Department; Kevin Smith, Director, Parks and Recreation Department; Floyd Jordan, Fire Chief; Ed Del Favero, Assistant Fire Chief; Eric Yuhr, Assistant Fire Chief; Ramiro Inguanzo, Chief of Staff; Vincent Andreano, Beach Patrol Captain. Others in attendance are listed in the attached sign-in sheet.

Commissioner Matti Herrera Bower was selected as Chairperson for this committee.

### OLD BUSINESS

1. DISCUSSION REGARDING PROPOSED AMENDMENTS TO THE EXISTING DEBARMENT AND LOBBYING ORDINANCES.

Item deferred to the next Neighborhood/Community Affairs Committee meeting.

### NEW BUSINESS

2. DISCUSSION REGARDING THE TRANSFER OF BEACH PATROL FROM THE PARKS & RECREATION DEPARTMENT TO THE FIRE DEPARTMENT.

Mr. Robert Middaugh, Assistant City Manager, opened the discussion and reviewed the two options regarding the future of Beach Patrol. The option recommended and endorsed by the Administration moves the Beach Patrol Division from Parks and Recreation Department to the Fire Department with Beach Patrol remaining a division. Beach Patrol is requesting to be their own stand alone department known as Ocean Rescue Services Department. The attached memorandum is a synopsis of the analysis and the Administration's conclusion that the best option for Beach Patrol long term in order to accomplish the objectives of concern to the City, the citizens, and the Beach Patrol itself, is within the Fire Department. Both options seem to achieve the same objective of raising the bar for the public safety focus that is the Beach Patrol, however with a stand alone department there are additional

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administrative costs and duplication of resources that the Administration believes will not provide additional value whereas the Fire Department option allows a much easier transition.

Assistant Fire Chief Ed Del Favero reviewed the history of Beach Patrol and its own review of the move to create the division of the Fire Department (see presentation attached).

Commissioner Saul Gross questioned that if the moving of the Beach Patrol over as a division of the Fire Department is such a great idea, then why was there such resistance early on. Assistant Chief Del Favero responded that the Fire Department never resisted the idea and that Commissioner Luis R. Garcia, Jr. brought this idea up some time ago and it is just now being offered to the Department. It was actually given to the Department for review in September 2003 and the benefit was immediately obvious.

Mr. Middaugh reiterated that there doesn't seem to be any disagreement in terms of the goals that everyone is trying to accomplish, that the end result is a higher functioning Beach Patrol, improved level of service and better resources. He also made note that there should be no discussion that Beach Patrol is not well run or that it is a bad organization. Beach Patrol has reached its current level and we are now discussing how their abilities can be enhanced by an organizational restructuring. This is not a negative on the Parks and Recreation Department.

Richard McKinnon, President of Communication Workers of America (CWA) Local 3178 and lifeguard with the City of Miami Beach, submitted a letter on their position (attachment) and spoke on the issue.

Commissioner Matti Herrera Bower asked if there is a cost analysis of the two options being discussed. The concern is added cost, systems such as payroll and procurement processes that would have to be duplicated in a stand alone department. Additional expenses in managerial and supervisory costs are also involved. The Administration's issue is that these additional expenses do not add any value when compared to placing the Beach Patrol in a successful, well structured, well run Fire Department with a very common purpose, mission, and set of principles.

Commissioner Simon Cruz confirmed that the Beach Patrols in Hollywood, Ft. Lauderdale, and Miami-Dade County all went to the Fire Department as opposed to a stand alone department. Mr. Jorge M. Gonzalez, City Manager, added that San Diego also had moved to the Fire Department. Commissioner Cruz asked Mr. McKinnon why he thinks these other municipalities went with this model instead of stand alone departments. Joseph McManus, Beach Patrol and CWA representative, responded that he doesn't believe they have the same size, scope, climate, visitation, preventions, or drownings as Miami Beach. Adding that Miami Beach is in a league of its own and that although these are large organizations, they are very seasonal as to whether there are people in the water. Many of their lifeguards are seasonal in these locations, very few are full-time.

Commissioner Bower asked of the Beach Patrol representation what they believe will be achieved as a stand alone department. Mr. Gonzalez interjected that the Administration met and has been working well at trying to come up with a mutually agreeable arrangement. That morning they had a long conversation and mutually agreed upon goal being the best lifeguard department with zero drownings.

Mr. McManus stated that the lifeguards/CWA believe that the fastest, most expeditious means to address and correct the continuing problem with drownings on Miami Beach is to create a stand alone department, reporting directly to the City Manager and that this will not incur much more cost and referred to the attached Ocean Rescue Services Departmental Organizational Chart. Mr. Gonzalez stated that his proposal of joining the Fire Department could start in April and that would be the fastest. Fire Chief Floyd reminded that the Fire Departments main focus is the same, safety.

Commissioners Cruz and Bower asked for cost analysis for the two choices as a decision cannot be made without the financial information.

**Action:** The Administration is to bring the item to the next meeting of the Neighborhood/Community Affairs Committee along with a report of the cost associated with creating a stand alone department and a procedure if it is moved into the Fire Department.

### **3. DISCUSSION REGARDING POTENTIAL ENHANCEMENTS TO THE PINE TREE BARK PARK.**

Mr. Robert Middaugh, Assistant City Manager, opened the discussion with an overview of the potential expansion of the heavily used Bark Park currently located at Pine Tree Park. The City has been approached with a donation to expand the park to a larger configuration. The proposed expansion would allow the Bark Park to grow within the existing paved sidewalk allowing for more space for the dogs to roam. A resident has offered the City \$25,000.00 to get Phase 1 improvements in place which would include the additional fencing and some interior amenities including a water fountain. Future plans would be, as money becomes available, to further enhance with doggie plazas and other types of amenities. The proposed design would allow the park to serve the desires for the expanded Bark Park users while enabling others to utilize the central green space, walking path, and still allowing access to the water. The existing fenced in area would be used for smaller dogs, separate from the new area for larger dogs.

Commissioner Bower asked if there are facilities in existence for children at this park as there are many in the area. There are several other parks in the area including Muss Park, 63<sup>rd</sup>, 51<sup>st</sup>, and 46<sup>th</sup> streets. Kevin Smith, Director, Parks and Recreation Department, informed the group that at one time the City attempted to get a tot lot in this park but it was not well received by the area residents. Commissioner Bower requested that when this proposal is brought to the community that the idea of a tot lot be discussed since the demographics may have changed since its earlier proposal. Mr. Smith stated that the park was purchased jointly with the City and Miami-Dade County and there may be some restrictions with regard to use. The agreement originally stated that the park's use would be passive

activity meaning that there is no structured amenity or organizational activity but he would be happy to research it.

Commissioner Gross confirmed that the proposed expansion has not been taken to the neighborhood and that the next step should be to do just that. Commissioner Bower expressed concerns that such a large portion of the park will be dedicated to dogs. This project has been discussed with the Parks & Recreation Board and they expressed concerns with design issues including finding a way to control the public parking area access into the park so that people wouldn't just get out of their cars and let their dogs run as they do now. Commissioner Steinberg addressed the current adequacy of the parking lot. Mr. Middaugh answered that there will probably be a need for future expansion in that area. Commissioner Gross expressed that he would not like to see losing more green space to an expansion of the parking lot.

Commissioner Gross asked that the proposed changes be posted in the park for at least one week announcing a scheduled neighborhood meeting to discuss the issue. Commissioner Bower added that the meeting should be advertised in the paper for those residents in the neighborhood that may not utilize the park but do have an interest in what is done here.

**Action:** Item is to be brought back to the next meeting of the Neighborhood/Community Affairs Committee with a report of the maintenance costs involved with the proposed enhancements made to the park prior to acceptance of the donation and the comments and/or input of the neighborhood.

4. **DISCUSSION REGARDING AN ORDINANCE AMENDING MIAMI BEACH CITY CODE CHAPTER 2, ARTICLE III "AGENCIES, BOARDS AND COMMITTEES," SECTION 2-22(5) THEREOF ESTABLISHING TERM LIMITS OF BOARD AND COMMITTEE MEMBERS, BY PROVIDING THAT SAID TERM LIMITS SHOULD NOT INCLUDE TIME SERVED AS A RESULT OF HAVING FILLED A VACANCY; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

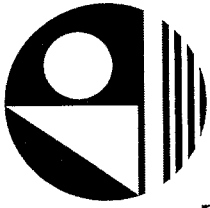
Item deferred to the next Neighborhood/Community Affairs Committee meeting.

5. **DISCUSSION REGARDING THE USE OF CHANNEL 20 TO BROADCAST PUBLIC SERVICE ANNOUNCEMENTS.** (LATE ADDITION TO MEETING)

Item deferred to the next Neighborhood/Community Affairs Committee meeting.

Attachments

JMG/RCM/VPg/rfm

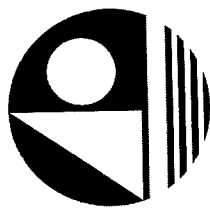


**CITY OF MIAMI BEACH  
NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE  
FEBRUARY 17, 2004**

**SIGN-IN SHEET**

**PLEASE PRINT LEGIBLY**

NAME	ORGANIZATION / DEPT.	PHONE NO.	FAX / EMAIL
Joe Fisher	C.W.A V.P. Beach Patrol	786 457 7746	
Joseph McMANUS	CWA / Beach Patrol	954 791 7524	mcmanni@bellsouth.net
LAURENCE FESSUP	CWA Economic Consultant	305 749 0527	
RICHARD McKINNON	CWA PRESIDENT	(305) 401-0927	RMcKinnon@cwad3178.ORG
Ed Delfavero	Fire	7120	edelfavero@miami-beach.fl.gov
Matthew Skrimbs			
Richard Skrimbs	CMB	7103	
Kenneth Skrimbs	CMB PR	7730	
ERIC GUAR	FIRE	7120	eguar@ci.miamibeach.fl.gov
Dolores Mejia	CMB/Comm Stemborg	7103	



**CITY OF MIAMI BEACH**  
**NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE**  
**FEBRUARY 17, 2004**

**SIGN-IN SHEET**

**PLEASE PRINT LEGIBLY**

NAME	ORGANIZATION / DEPT.	PHONE NO.	FAX /EMAIL
Lorna mija	Comm. Bower / CUB	6627	4096
Margherita Alcon	Comm. Cruz	6437	
HAND OPPENBERN	BEACH PATROL	7714	
VINCE ANDREANO	Beach Patrol	7714	
Floyd Jordan	Fire Dept.	7120	673-7788
RAMIRO INGUVANZO	City of Miami Beach	6697	
Joy B Spill	Orchard Park Neighborhood Assoc	305 670-6750 cell 305 510 7306	Spill 6750 bell south.net
Simon Cruz	CMB-	X 7201	673-7096
David Noel	TAFF	7180	7155
Dale Bryant	Parkes / landscaping		



**CITY OF MIAMI BEACH**  
**NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE**  
**FEBRUARY 17, 2004**

**SIGN-IN SHEET**

**PLEASE PRINT LEGIBLY**

NAME	ORGANIZATION / DEPT.	PHONE NO.	FAX /EMAIL
Comm Cross	Commissioners		
Jorge Gonzalez	City Manager		

# OCEAN RESCUE SERVICES DEPARTMENT

**February 17, 2004**

**Dear Commissioners / Committee members.**

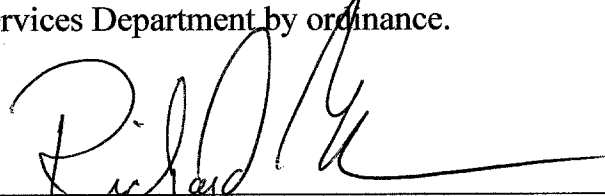
The recent problems and service level cuts proposed by the Parks & Recreation Department clearly illustrates the failure of the current chain of command structure. The importance and impact of Ocean Rescue Services on the safety of citizens and tourists, including the image of the City of Miami Beach, deserves the focused attention and direction of the City Manager.

The alternative chain of command through the Fire Department is superior to having Ocean Rescue under the supervision of the Assistant City Manager/Parks and Recreation Department Director. However, the Fire Department's focus should remain on its current mission. It is not prudent for the Fire Department to be placed in a position of having to choose between Fire Department's and Ocean Rescue Services' mission and budget priorities.

The responsibility for the Ocean Rescue Services levels/budget priorities must be given the same weight as the Police and Fire Departments. Considering that Miami Beach has more miles of beaches, more full-time lifeguards, more rescues, more drowning, more preventive actions, more medical responses and more visitors than any other ocean community in the state of Florida and the need for a separate Ocean Rescue Services Department is critical.

The creation of an Ocean Rescue Services Department reporting directly to the City Manager will ensure that the safety of citizens and tourists will not be compromised through conflicting and competing inter-departmental priorities.

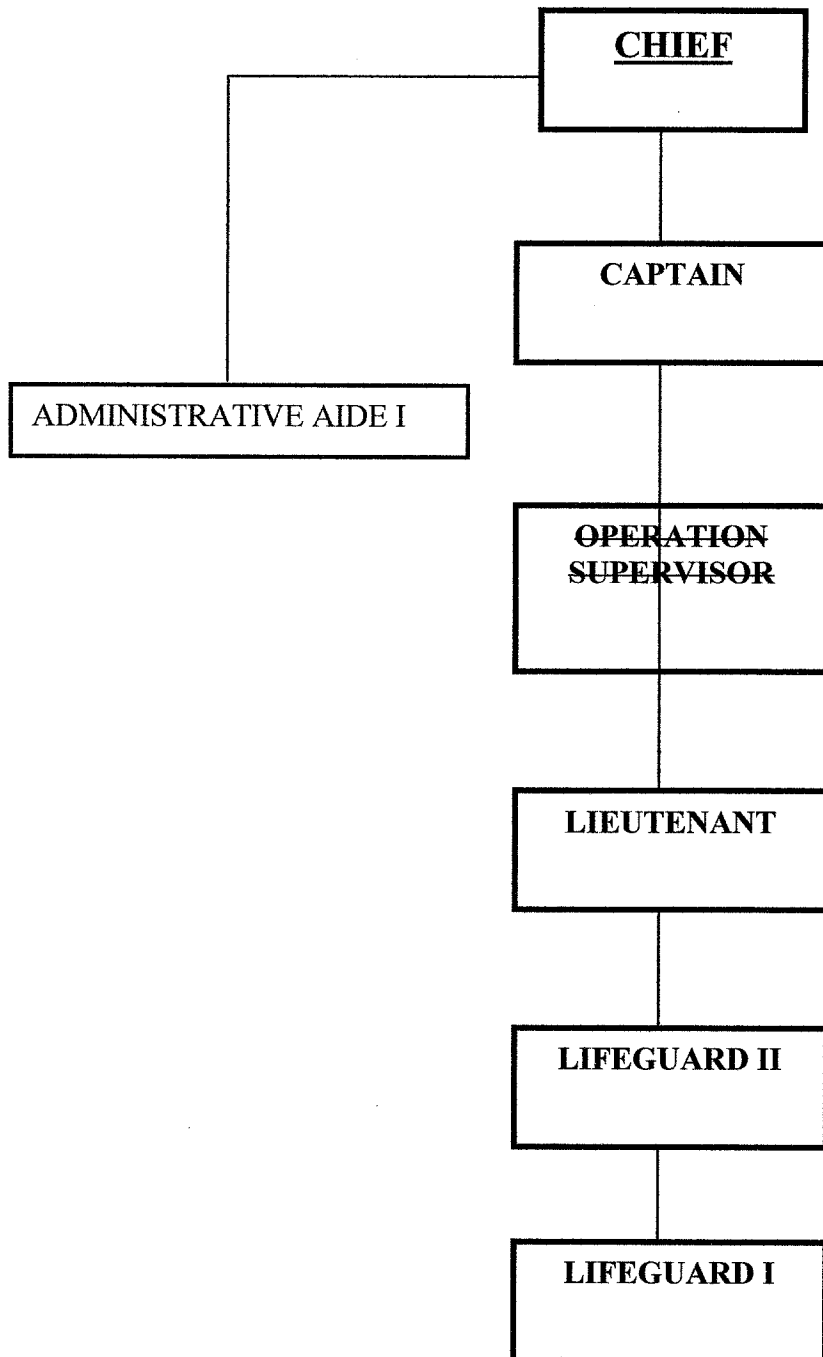
With that in mind, Miami Beach's professional lifeguards respectfully request that you adopt and recommend to the City Commission, the creation of the Ocean Rescue Services Department by ordinance.



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Richard D. McKinnon, President of CWA Local 3178

**2003-2004  
OCEAN RESCUE SERVICES  
DEPARTMENTAL ORGANIZATIONAL  
CHART**





# Miami Beach Fire Department and Beach Patrol Division

Merging Forces  
to  
Become....

# The Ocean Rescue Division of The Miami Beach Fire Department

A new name, a new look, a  
renewed dedication to public  
safety

# Historically Speaking

- Beach Patrol was a separate Dept.
- Beach Patrol was under the Police Dept.
- Beach Patrol was under Parks
- Beach Patrol now merged with the Fire Dept. as “Ocean Rescue Division”

# Historically Speaking

- Fire Depts. – traditionally provided ONLY fire protection
- EMS/Rescue introduced in the late 1960's and early 1970's
- Fire Service initially resisted – then embraced EMS/Rescue
- Modern Fire Service has adopted an “All Hazards” approach
- Other So.Fl. Fire Depts. Have merged with Life Guards
- Ocean Rescue and Fire – A Logical Fit

# Why Merge Ocean Rescue & Fire ?

## Common Core Functions

- Public Safety
- Rescue
- Emergency Medical Services
  - Ocean Rescue provides basic EMS, Fire Rescue provides back-up when Advanced Life Support or transportation is required
- Customer Service

# Why Merge Ocean Rescue & Fire?

## Training Functions

- Training
  - Fire provides medical training and required refreshers, including; EMT, CPR, PPE, Infectious Disease, Reporting, etc.
  - Ocean Rescue can provide; Swimming and Water Rescue training, ATV, PWC and Rescue Boat cross-training
  - Joint training will enhance proficiency of rescuers

# Why Merge Ocean Rescue & Fire?

## Supply Functions

- Supplies
  - Fire provides Oxygen refills to Ocean Rescue
  - Standardize first aid supplies
  - Streamline supply ordering, inventory and storage
  - Re-supply, restock, repair and maintenance of medical equipment

# Why Merge Ocean Rescue & Fire?

## Administration Functions

- Administration
  - MBFD Manning OMS/RMS for staffing and payroll
  - Opportunity to Share Payroll and office Functions
  - 24 Hr. Sick Call /Emergency Call in Phone
  - Human Resources Management
  - Budget, Planning, Trends and Analysis



# Why Merge Ocean Rescue & Fire?

## Common Rank Structure

- Ocean Rescue and Fire Rank Structures are Similar
  - Life Guard 1 – Firefighter 1
  - Life Guard 2 – Firefighter 2
  - Ocean Rescue Lt. – Fire Lt.
  - Operations Supervisor – Fire Captain
  - \*Ocean Rescue Captain – Fire Division Chief
    - \*Ocean Rescue Captain will be re-titled “Ocean Rescue Division Chief”

# Why Merge Ocean Rescue & Fire?

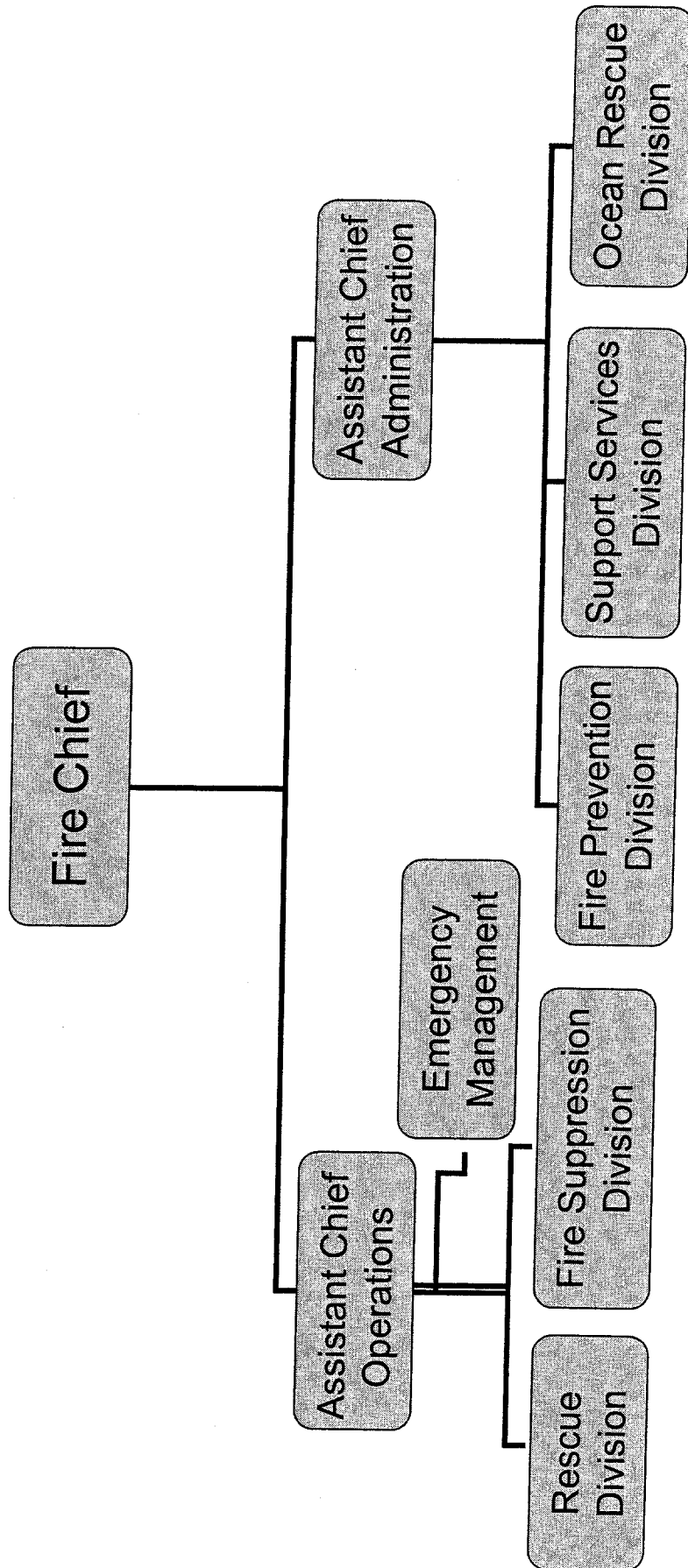
## Facilities

- Shared use of Fire Stations 3 and 4
- Possible fuel site for ATV's and Ocean Rescue Vehicles at Station 3
- Incorporate Ocean Rescue HQ with new Fire Station 2
- Current "Beach Patrol HQ" to Historic Preservation
- Consider consolidating Ocean Rescue stations from 4 to 3

# Where will The Ocean Rescue Division Fit into the Fire Department structure?

Ocean Rescue will retain its rank structure and operational program for the time being. They will be under the Assistant Fire Chief of Administration as a division of the Fire Department

# Table of Organization



# Operational Changes

- Improved coordination / cooperation / communication on beach rescue calls
- Expanded “All Hazards” roll
- Improved Incident reporting and Strategic Planning
- Solution for fueling ATV’s and PWC’s

# Cultural Vision

- Increased Level of Professionalism
- Labor/Management Cooperation
- Excellent Customer Service
- Core Function Proficiency
- Minimum Standards
- “Team” Mentality
- Openness to Change

# When will the merger happen?

- Target Date: April 5<sup>th</sup>, 2004
  - Transition to occur after traditionally busy “spring break” period
  - Allows Fire and Ocean Rescue to plan and prepare 04/05 budget
  - Allows Fire and Ocean Rescue to apply participative Labor/Management process to merger plans

# What has happened so far?

- Meetings with City Management
- Meetings with Parks Department Head Kevin Smith
- Meetings with Captain Andreano and Operations Supervisor Hank Oppenborne
- Met with CWA and IAFF Leadership
- Based on feedback from above meetings and research, short, medium and long term goals have been established



# How will transition take place?

- Three Stages of Planning
  - Short term – now until September 30<sup>th</sup>
  - Medium term - FY 04/05
  - Long term – Five year plan

# Short Term Plan

- Maintain Core functions
- Assess safety deficiencies
- Assess staffing, facilities, and capital resources
- Assess training needs
- Assess supply needs
- Identify duplicate functions
- Assimilate Ocean Rescue into the Fire Dept. culture

# Medium Term Goals

- Address safety issues
- Develop architectural plans for a standard Life Guard Tower
- Begin systematic replacement of unsafe/substandard towers
- Gather/analyze statistical data identifying Strengths, Weaknesses, Opportunities and Threats
- Fund/build/staff towers according to trend analysis and Strategic Planning results

# Medium Term Goals, continued

- Include Ocean Rescue in MBFD Manning CAD/RMS network
- Encourage 100% EMT Certification
- Establish an Ocean Rescue Training Officer
- Establish Standard Operating Guideline's (SOG's) for Ocean Rescue Operations
- Update Rules and Regs, Mission Statement, Standard Of Cover Document (SOC), Strategic Plan

# Medium Term Goals, continued

- Assess skills and abilities/address deficiencies through training programs
- Implement streamlining efforts for identified duplicate functions
- Cross-training Opportunities for Fire/Ocean Rescue personnel
  - EMT, AED, First Responder, other
  - ATV operations
  - PWC/Rescue Boat operations
  - Water Rescue operations

# Long Term Goals

- Complete implementation of Tower replacement and establishment of new towers as identified by Strategic Plan, data and trend analysis
- Complete agency accreditation
- Complete plans to relocate, build or refurbish fixed facilities
- Continue Strategic Planning process

# Long Term Possibilities

- Paramedic training for Life Guards
- Transition Program to Firefighter

# Our Ultimate Goal:

To enhance public safety by  
assembling the best team of  
professional Firefighters and  
Ocean Rescue Life Guards  
in the World!



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# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** March 17, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject: REPORT OF THE GENERAL OBLIGATION BOND OVERSIGHT COMMITTEE  
MEETING OF MARCH 1, 2004**

The General Obligation Bond Oversight Committee ("Committee") met on March 1, 2004. At the meeting, the Committee considered the following issues.

The Committee reviewed the minutes from the February 2, 2004 meeting. The minutes were passed.

### **CHANGE ORDERS**

The Administration informed the Committee that no new change orders had been approved since the last meeting. A list of the change orders approved to date is attached as "Exhibit A".

### **PRESENTATION**

The Administration made a presentation regarding those projects funded by the General Obligation Bond with scope that was currently unfunded. The Administration clarified that the projects included in the presentation may already be in construction, but that there may not have been enough money to fund the entire scope of the project, and that the elements that were not included in the construction were identified with the corresponding amount of money that would be needed to construct them.

For those projects that were not yet under construction, the presentation included those items that were desired by the community, but for which sufficient funding did not exist. These elements were more like "wish list" items. The Administration has taken the position that only the elements for which funding existed would be constructed.

### **DISCUSSION ITEM**

The Administration presented an item regarding the Planning Effort for the Venetian Causeway improvements to be funded by the General Obligation Bond. Representatives from the staff and residents of the City of Miami Beach, the City of Miami, and Miami-Dade County have been discussing how to approach the project, given the overlapping boundaries of the County, and the restrictions on the funding sources. It was agreed that the parties would seek consensus from the respective agencies regarding entering into an Interlocal Agreement to obtain planning services for the project. The City of Miami Beach would contribute funding for the planning of the project. It was also made clear that the

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funding from the City of Miami Beach can also be used to construct the appropriate above ground improvements within the City's boundaries. The Committee expressed its interest in having the City Commission enter into the Interlocal Agreement with the City of Miami and Miami-Dade County for the planning services, and contributing the City's proportionate share towards the cost.

### **PROJECT STATUS REPORT**

The Administration informed the Committee that construction was proceeding on schedule for Phase I of the **Fire Station No. 2** project (water tanks portion). The water tanks were being cleaned on the inside, and the contractor was awaiting electric service to the site so the pumps could be used to fill the tanks. The construction of the Fire Station portion of the project would begin after the completion of Phase I.

The Committee was told that the permits review for the **Fire Station No. 4** project has been completed. The City was waiting for the Department of Environmental Resource Management (DERM) to sign its permit for the project, which should be within the next 30 days. Once a permit is issued, the project will be put out to bid for construction. The Administration hopes to have the project out for bids in March of 2004, with construction to start in May or June.

The Administration informed the Committee that the compliance issues for the **Normandy Isle Park and Pool** project have been addressed, and the design issues were also resolved. Work is again proceeding. The Administration is negotiating the removal of the Park portion of the project from the Contractor's scope. A new schedule for completion is in progress by the Contractor for submittal to the City.

### **INFORMATIONAL ITEMS**

The updated calendar of community meetings was presented to the Committee, but not reviewed during the meeting.

Ms. Deede Jeryl Weithorn announced that the Budget Advisory Committee was interested in holding a Joint meeting with the General Obligation Bond Oversight Committee at the General Obligation Bond Oversight Committee's meeting in May. The purpose would be to discuss the funding for the maintenance of the facilities being constructed under the Bond.

Attachment

JMG/RCM/TH/KLM

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**General Obligation Bond Oversight Committee**  
**Change Order Report - March 2004**

<b>Project</b>	<b>CO #</b>	<b>Date of Approval</b>	<b>Original Contract Amount</b>	<b>Change Order Amount</b>	<b>Revised Contract Amount</b>	<b>Remaining Contingency</b>	<b>% of Project Complete (approx.)</b>	<b>Contract Amount Remaining to be Paid</b>	<b># of Days</b>	<b>Purpose</b>
Espanola Way	1	1/24/02	\$761,526.70	(\$1,085.00)	\$760,441.70	\$141,558.30	20%			Value Engineering of curb and gutter to valley gutter
Espanola Way	2	1/24/02	\$760,441.70	\$5,300.00	\$765,741.70	\$141,558.30	20%			Paid from funding outside contingency - additional sidewalk, curb and gutter
Espanola Way	3	1/24/02	\$765,741.70	\$81,650.00	\$847,391.70	\$59,908.30	20%			Add revised sanitary sewer improvements (2 manholes, relief line, Ductile Iron Pipe Sleeves) (originally anticipated)
Espanola Way	4	1/24/02	\$847,391.70	(\$27,845.00)	\$819,546.70	\$87,753.30	20%			Value Engineering of base under sidewalk
Espanola Way	5	1/24/02	\$819,546.70	\$8,568.00	\$828,114.70	\$79,185.30	20%			Revised drainage structures to comply with DERM regulations
Espanola Way	6	6/14/02	\$828,114.70	\$900.00	\$829,014.70	\$78,285.30	42%		0	Adjust Storm Drain due to conflict with FPL Duct Bank
Espanola Way	7	6/14/02	\$829,014.70	\$14,988.00	\$844,002.70	\$63,297.30	42%		0	Concrete work to reduce slopes of plaza to approx. 2%
Espanola Way	8	6/14/02	\$844,002.70	\$13,000.00	\$857,002.70	\$50,297.30	42%		+49	Storm drain modifications to adjust plaza slopes to approx. 2%
Espanola Way	9	10/21/02	\$857,002.70	\$799.00	\$857,801.70	\$50,297.30	65%		0	Loading Zone at Barcelona Hotel, requested and funded by Property Owner
Espanola Way	10	10/21/02	\$857,801.70	(\$1,708.90)	\$856,092.80	\$52,006.20	65%		0	Delete 8 Planters (Owner request)
Espanola Way	11	10/21/02	\$856,092.80	\$5,190.00	\$861,282.80	\$52,006.20	65%		21	Underground Phone and TV cables, requested and funded by property owner
Espanola Way	12	10/21/02	\$861,282.80	(\$100.00)	\$861,182.80	\$52,006.20	70%		0	Credit for error on Change Order # 9
Espanola Way	13	10/21/02	\$861,182.80	\$1,180.00	\$862,362.80	\$50,826.20	70%		0	Water line to Proposed fountain
Espanola Way	14	11/12/02	\$862,362.80	\$720.00	\$863,082.80	\$50,106.20	85%		0	Ramp at Tantra for Dumpster
Espanola Way	15	11/12/02	\$863,082.80	\$512.00	\$863,594.80	\$49,594.20	85%		0	Change Planter Layout (Owner Request)
Espanola Way	16	11/12/02	\$863,594.80	\$2,000.00	\$865,594.80	\$47,594.20	85%		5	Change inlet to Storm drains
Espanola Way	17	12/6/02	\$865,594.80	\$500.00	\$866,094.80	\$47,094.20	90%		0	Additional rain water leaders
Espanola Way	18	12/6/02	\$866,094.80	(\$1,584.50)	\$864,510.30	\$48,678.70	90%	\$	0	Plant material change by Landscape Architect
Fisher Park	1	8/10/99	\$140,451.04	\$6,874.12	\$147,325.16	\$7,201.39	27%	\$	-	New scope of work for new layout of tot lot & install new fencing
Flamingo Pool	1	9/25/01	\$2,399,800.00	\$53,500.00	\$2,453,300.00	\$239,980.00				Re-route electrical feed
Flamingo Pool	2	10/24/01	\$2,453,300.00	\$20,170.48	\$2,473,470.48	\$219,809.52	40%			relocate FPL underground line to accommodate new pool
Flamingo Pool	3	10/24/01	\$2,473,470.48	\$62,800.00	\$2,536,270.48	\$157,009.52	40%			Add Alternate # 2 - Sunburst Fence (originally anticipated)
Flamingo Pool	4	10/24/01	\$2,536,270.48	(\$8,680.00)	\$2,527,590.48	\$165,689.52	40%			Delete 3 lifeguard chairs and substitute pool coating
Flamingo Pool	5	2/19/02	\$2,527,590.48	(\$11,246.40)	\$2,516,344.08	\$176,935.92	80%		-10	Credit for using existing portion of sanitary sewer lines
Flamingo Pool	6	2/19/02	\$2,516,344.08	\$37,503.65	\$2,553,847.73	\$139,432.27	80%		+15	Revised storm system layout to include new drainage well. Installation of support haunches at large pool for structural stability.
Flamingo Pool	7	4/2/02	\$2,553,847.73	\$54,000.00	\$2,607,847.73	\$85,432.27			+10	Installation of Spray Deck, included as Add Alternate, requested by Parks (originally anticipated)

**General Obligation Bond Oversight Committee**  
**Change Order Report - March 2004**

<b>Project</b>	<b>CO #</b>	<b>Date of Approval</b>	<b>Original Contract Amount</b>	<b>Change Order Amount</b>	<b>Revised Contract Amount</b>	<b>Remaining Contingency</b>	<b>% of Project Complete (approx.)</b>	<b>Contract Amount Remaining to be Paid</b>	<b># of Days</b>	<b>Purpose</b>
Flamingo Pool	8	4/8/02	\$2,607,847.73	\$4,264.48	\$2,612,112.21	\$85,432.27			0	Installation of interior signage, taken from signage allowance (originally anticipated)
Flamingo Pool	9	4/30/02	\$2,612,112.21	\$17,874.42	\$2,629,986.63	\$67,557.85		\$ -	+24	furnish/install anchors for swim lines, install 5 umbrella anchors, install electrical conduit/wires and panels for night lighting system
<b>Group A &amp; B Parks</b>										
Island View Park - Ph II	1	1/9/02	\$123,453.48	(\$29,330.00)	\$94,123.48	\$62,348.00	20%			Removal of Shade Pavilion from Scope of Services (at City's request)
All Parks	2	1/28/02	\$94,123.48	\$30,060.00	\$124,183.48	\$28,268.18	30%			Removal of concrete slab at Island View tot lot, upgrade to galvanized steel fencing with electrostatic paint
All Parks	3	3/1/02	\$124,183.48	\$8,703.66	\$132,887.14	\$19,564.52	75%			Addition of columns to fencing, relocation of column, addition of 43 linear feet of fencing to accommodate existing tree route systems
All Parks	4	3/1/02	\$132,887.14	\$0.00	\$132,887.14	\$19,564.52	75%		+45	Time extension due to delay of construction start to accommodate ongoing programming at parks
Crespi Park	5	5/15/02	\$132,887.14	\$6,136.00	\$139,023.14	\$13,428.52	90%	\$ -	0	Installation of specially fabricated sections of fencing to avoid conflict with tree root systems
<b>Island View Park</b>	1	8/4/99	\$192,053.48	\$1,775.79	\$193,829.27					Replace underground pipe for electric service to 2 existing lights
Island View Park	2	12/29/99	\$193,829.27	\$4,044.04	\$197,873.31	\$8,703.16	36%	\$ -	0	Removal of Basketball Court & restoration of area
Marseilles Drive	1	5/19/03	\$1,356,913.00	\$18,613.00	\$1,375,526.00	\$117,078.00	35%		8	Change elevation to drainage structures and pipes.
Marseilles Drive	2	5/19/03	\$1,375,526.00	(\$756.00)	\$1,374,770.00	\$117,834.00	35%		0	Credit for use of a less expensive water pipe material.
Marseilles Drive	3	5/19/03	\$1,374,770.00	\$3,957.00	\$1,378,727.00	\$113,877.00	35%		2	Use of a different material and type for all curb and gutter inlet frames and grates.
Marseilles Drive	4	7/24/03	\$1,378,727.00	\$18,240.00	\$1,396,967.00	\$95,637.00	40%		5	Additional 2" layer of asphalt requested by the Public Works Dept.
Marseilles Drive	5	7/24/03	\$1,396,967.00	(\$4,000.00)	\$1,392,967.00	\$99,637.00	40%		0	Credit for reduced drainage well depth.
Marseilles Drive	6	7/24/03	\$1,392,967.00	\$5,056.00	\$1,398,023.00	\$94,581.00	40%		2	Resolution of a conflict with a water main pipe at Rue Versailles.
Marseilles Drive	7	7/24/03	\$1,398,023.00	\$0.00	\$1,398,023.00	\$94,581.00	40%		4	Additional days for document discrepancies.
Marseilles Drive	8	7/24/03	\$1,398,023.00	\$0.00	\$1,398,023.00	\$94,581.00	40%		1	Additional rain delay.
Marseilles Drive	9	7/24/03	\$1,398,023.00	\$0.00	\$1,398,023.00	\$94,581.00	40%		16	Delay due to FDOT lane closure permit.
Marseilles Drive	10	8/12/03	\$1,398,023.00	\$17,200.00	\$1,415,223.00	\$77,381.00	55%		6	Re-routing of water main pipe at Normandy and Rue Notre Dame to avoid conflict with existing gas main and storm sewer pipe.
Marseilles Drive	11	8/12/03	\$1,415,223.00	\$3,802.00	\$1,419,025.00	\$73,579.00	55%		2	Replacement of existing sanitary sewer pipe at Bay Drive and Marseille.
Marseilles Drive	12	8/12/03	\$1,419,025.00	\$6,080.00	\$1,425,105.00	\$67,499.00	55%		0	Additional 2" layer of asphalt requested by the Public Works Dept. at Rue Versailles.
Marseilles Drive	13	8/12/03	\$1,425,105.00	\$6,080.00	\$1,431,185.00	\$61,419.00	55%		0	Additional 2" layer of asphalt requested by the Public Works Dept. at Rue Notre Dame.

**Bolded items** reflect Change Orders that have occurred since the last General Obligation Bond Oversight Committee meeting.

**General Obligation Bond Oversight Committee**  
**Change Order Report - March 2004**

<b>Project</b>	<b>CO #</b>	<b>Date of Approval</b>	<b>Original Contract Amount</b>	<b>Change Order Amount</b>	<b>Revised Contract Amount</b>	<b>Remaining Contingency</b>	<b>% of Project Complete (approx.)</b>	<b>Contract Amount Remaining to be Paid</b>	<b># of Days</b>	<b>Purpose</b>
Marseilles Drive	14	8/12/03	\$1,431,185.00	\$2,622.00	\$1,433,807.00	\$58,797.00	55%		6	Removal of 95 Ft. of existing curb and gutter and replacement with new valley gutter. Removal of existing grate and replacement at different location due to a change in design at an intersection.
Marseilles Drive	15	8/12/03	\$1,433,807.00	\$1,437.00	\$1,435,244.00	\$57,360.00	55%		1	Added traffic control loop at Rue Versailles and Normandy Drive.
Marseilles Drive	16	8/12/03	\$1,435,244.00	\$5,060.00	\$1,440,304.00	\$52,300.00	55%		5	Existing tree removal at Rue Notre dame due to line of sight.
Marseilles Drive	17	8/12/03	\$1,440,304.00	\$4,613.00	\$1,444,917.00	\$47,687.00	55%		2	Additional storm drainage structure.
Marseilles Drive	18	12/19/03	\$1,444,917.00	\$1,320.00	\$1,446,237.00	\$46,367.00	85%		7	Electrical Service for Irrigation Controller.
Marseilles Drive	19	12/19/03	\$1,446,237.00	\$0.00	\$1,446,237.00	\$46,367.00	85%		0	This Change Order was voided because the CMB declined to install additional street light at Cul-De-Sac.
Marseilles Drive	20	12/19/03	\$1,446,237.00	(\$179.00)	\$1,446,058.00	\$46,546.00	85%		0	Credit for replacing 1#5 Re-Bar wit a # 3 Re-Bar.
Marseilles Drive	21	12/19/03	\$1,446,058.00	\$11,539.75	\$1,457,597.75	\$35,006.25	85%		10	Re-Construct Rue Versailles to conform revised elevations.
Marseilles Drive	22	12/19/03	\$1,457,597.75	\$21,793.75	\$1,479,391.50	\$13,212.50	85%		38	To install new drainage system along Marseille Drive, Labor and equipment
Marseilles Drive	23	12/19/03	\$1,479,391.50	\$3,474.00	\$1,482,865.50	\$9,738.50	85%		0	To install new drainage system along Marseille Drive, material.
Marseilles Drive	24	12/19/03	\$1,482,865.50	(\$438.00)	\$1,482,427.50	\$10,176.50	85%		0	Credit to the CMB for 2-1/2" water meter of Irrigation system.
Marseilles Drive	25	12/19/03	\$1,482,427.50	\$1,716.00	\$1,484,143.50	\$8,460.50	85%		3	Installation of irrigation main line from STA 7+00 to STA 8+10
Marseilles Drive	26	12/19/03	\$1,484,143.50	\$0.00	\$1,484,143.50	\$8,460.50	85%		2	16" water main tied in, Change Order for 2 additional days only.
Marseilles Drive	27	1/7/04	\$1,484,144.75	(\$11,796.00)	\$1,472,348.40	\$20,256.50	90%		0	Deleted work at Cul-De-Sac of Rue Notre Dame.
Marseilles Drive	28	1/7/04	\$1,472,348.40	(\$5,534.50)	\$1,466,813.90	\$25,791.00	90%		3	Deleted Landscape work at Rue Versailles & N. Drive.
Marseilles Drive	29	1/7/04	\$1,466,813.90	(\$1,055.00)	\$1,465,758.90	\$26,846.00	90%		0	Deleted Landscape work at Rue Notre Dame & N. Drive.
Marseilles Drive	30	1/7/04	\$1,465,758.90	\$400.00	\$1,465,358.90	\$26,446.00	90%		1	Additional Sidewalk at East side of R. Notre Dame & N. Drive.
Marseilles Drive	31	1/7/04	\$1,465,358.90	\$622.00	\$1,466,820.90	\$25,784.00	90%		0	Additional Pictures for August, September & October.
Marseilles Drive	32	1/7/04	\$1,466,820.90	\$495.00	\$1,467,315.90	\$25,289.00	90%		1	To Replace Irrigation Backflow Preventer
Marseilles Drive	33	1/7/04	\$1,467,315.90	\$0.00	\$1,467,315.90	\$25,289.00	90%		12	Additional Time for Landscaping, Marking due to Water Meter
Marseilles Drive	34	1/7/04	\$1,467,315.90	\$550.00	\$1,467,865.90	\$24,739.00	90%		2	Repair Brick Pavers at East & West side of Rue Versailles & N. Drive.
Marseilles Drive	35	1/7/04	\$1,467,865.90	\$0.00	\$1,467,865.90	\$24,739.00	90%		6	Additional Time for the Last Lift of Asphalt along Marseille.
Marseilles Drive	36	1/7/04	\$1,467,865.90	\$3,057.00	\$1,470,922.90	\$21,682.00	95%	\$159,614.97	18	Modification to Service Track plus installation of Electric Meter Can
Normandy Isle Park and Pool	1	9/10/02	\$2,264,000.00	\$1,708.00	\$2,265,708.00	\$218,004.00	0.05%		0	Reimbursement for payment for Removal of FPL facilities from Pool Building
Normandy Isle Park and Pool	2	9/10/02	\$2,265,708.00	\$0.00	\$2,265,708.00	\$218,004.00	0.05%		84	Time delay related to waiting for relocation of County and FDOT facilities
Normandy Isle Park and Pool	3	3/10/03	\$2,265,708.00	\$1,078.00	\$2,266,786.00	\$216,926.00	0.05%		0	Additional work to dig test pits

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**General Obligation Bond Oversight Committee**  
**Change Order Report - March 2004**

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Normandy Isle Park and Pool	4	12/10/02	\$2,266,786.00	\$179,000.00	\$2,445,786.00	\$37,926.00	1.00%		0	To reinstate the piling foundation system and concrete deck previously removed during value engineering
Normandy Isle Park and Pool	5	10/7/03	\$2,445,786.00	\$0.00	\$2,445,786.00	\$37,926.00	25%			Approved additional 102 days due to negotiations related with the pool deck.
Normandy Isle Park and Pool	6	12/3/03	\$2,445,786.00	\$15,864.98	\$2,461,650.98	\$37,926.00	35%			P&R Requested modifications and additions to contract.
Normandy Isle Park and Pool	7	1/14/04	\$2,461,650.98	\$23,488.75	\$2,485,139.73	\$37,926.00	35%	\$1,424,349.33		To install additional floor drains. Demolish & disposal existing Playground. Installing P.V.C. for irrigation. Changes along deck level.
North Shore Open Space Park - Phase II	1	10/15/02	\$361,651.00	\$300.00	\$361,951.00	\$40,265.00	25%		0	Demolish and dispose two (2) existing vita course stations (not included in original scope)
North Shore Open Space Park - Phase II	2	10/28/02	\$361,951.00	\$1,477.00	\$363,428.00	\$38,788.00	28%		0	Installation of 2 4" sleeves at three locations under the newly installed 15' wide pathway
North Shore Open Space Park - Phase II	3	11/14/02	\$363,428.00	\$2,642.71	\$366,070.71	\$36,145.29	30%		0	re-grading of the areas of the old guard house and along the existing pathway in order to allow a smoother grade/transition
North Shore Open Space Park - Phase II	4	11/14/02	\$366,070.71	\$199.03	\$366,269.74	\$35,946.26	30%		0	Deletion of Asphalt Striping and addition of 1" of asphalt from 79th Street to 81st Street as a means of reinforcing surfacing for anticipated heavy traffic
North Shore Open Space Park - Phase II	5	5/19/03	\$366,269.74	(\$6,770.40)	\$359,499.34	\$42,716.66	100%	\$ -	0	Credit for 7,440 square feet of defective asphalt.
North Shore Park and Youth Center	1	4/11/02	\$5,659,357.00	\$6,000.00	\$5,665,357.00	\$307,168.00	3%			To hire a locator service to locate and identify underground utilities
North Shore Park and Youth Center	2	4/29/02	\$5,665,357.00	\$4,480.00	\$5,669,837.00	\$302,688.00	5%			To dispose of sports lighting poles and selected foundations (Park Portion)
North Shore Park and Youth Center	3	4/29/02	\$5,669,837.00	\$12,086.00	\$5,681,923.00	\$290,602.00	5%			To provide separate electrical meter services for the Tennis Center as requested by the Parks & Rec. Dept. (Park Portion)
North Shore Park and Youth Center	4	8/5/02	\$5,681,923.00	\$89,776.00	\$5,771,699.00	\$290,602.00	11%		0	To include value engineered items back in the project: different locker construction, alternate door construction and size, alternate wood gymnasium floors and construction of 2 additional tennis courts (originally anticipated). Funded through GO Bond funds reallocated after addition of CDBG funds.
North Shore Park and Youth Center	5	8/5/02	\$5,771,699.00	\$321,526.00	\$6,093,225.00	\$290,602.00	11%		0	To include sport lighting for the project (originally anticipated). Funded through GO Bond funds reallocated after addition of CDBG funds.
North Shore Park and Youth Center	6	8/9/02	\$6,093,225.00	\$61,965.00	\$6,155,190.00	\$228,637.00	15%		0	To provide 6 storm drain retention tanks to meet DEP requirements.
North Shore Park and Youth Center	7	8/21/02	\$6,155,190.00	\$21,076.00	\$6,176,266.00	\$207,561.00	18%		0	To relocate the and upgrade the existing FPL Transformer

**General Obligation Bond Oversight Committee**  
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North Shore Park and Youth Center	8	10/24/02	\$6,176,266.00	\$10,939.00	\$6,187,205.00	\$196,622.00	30%		24	Relocation of 5 pigeon plums as requested by DERM and additional exit lights within the Tennis Center as requested by The Building Department
North Shore Park and Youth Center	9	11/13/02	\$6,187,205.00	\$38,872.00	\$6,226,077.00	\$196,622.00	38%		0	Additional 2 clay tennis courts for total of 12 courts. Funding came from North Beach Quality of Life/Resort Tax Fund
North Shore Park and Youth Center	10	1/8/03	\$6,226,077.00	\$1,403.00	\$6,227,480.00	\$195,219.00	50%		108	Cost for stand alone fire alarm system for Tennis Center (\$7,830), credit for changes to main sewer line (-\$2,027.52), and raising top of footing elevation at Youth Center and Gymnasium (-\$4,400)
North Shore Park and Youth Center	11	1/8/03	\$6,227,480.00	\$11,447.00	\$6,238,927.00	\$183,772.00	50%		0	Additional exit signs for Tennis Center (\$1,857) and reconfiguration of storm drainage system (9,590)
North Shore Park and Youth Center	12	1/8/03	\$6,238,927.00	\$28,548.00	\$6,267,475.00	\$155,224.00	50%		0	Additional data services requested by owner, upgrade of window color, and location of a drain at practice tennis court
North Shore Park and Youth Center	13	2/14/03	\$6,267,475.00	\$6,272.00	\$6,273,747.00	\$148,952.00	55%			Additional phone conduit & receptacle (owner request), concrete pad for FPL electric transformer, and structural change to support A/C ducts in Gym north wall
North Shore Park and Youth Center	14	5/19/03	\$6,273,747.00	\$30,464.00	\$6,304,215.00	\$136,242.00	75%		0	1. Provision of gypsum drywall ceiling for Tennis Center restrooms-\$1,290; 2. Inclusion of Value Eng. Item 16R - \$17,754; 3. Exterior paint color sample -\$237; 4. Removal of trees \$1,881.25; 5. Additional 4" roof drain-\$1,616; 6. Tennis court irrigation line \$3,773; 7. Additional roof insulation-\$1,773.75; 8. Two(2) 2" PVC Duct Bank-\$2,138.60
North Shore Park and Youth Center	15	6/10/03	\$6,304,215.00	\$66,464.00	\$6,370,679.00	\$105,273.00	75%		20	1.Drop ceiling in Tennis Center- \$748; 2. Provision of access ladder to access the roof \$3,333; 3. Construction of 4 dugouts-\$57,502; 4. Installation of additional strobe lights- \$4,881. Additional 20 days was granted for construction of dugouts.
North Shore Park and Youth Center	16	7/15/03	\$6,370,679.00	\$24,045.00	\$6,394,724.00	\$81,228.00	75%		31	1. Relocation of 2 light poles at the Tennis Center \$12,220 - 2. Addition of 6 area drains on the north side of the Tennis court area to introduce an underground drainage system.
North Shore Park and Youth Center	17	7/15/03	\$6,394,724.00	\$7,750.00	\$6,402,474.00	\$73,478.00	75%		10	1. Sidewalk addition to provide access to the entry ramps south of the building - \$7,075; 2. Addition of sprinkler heads requested by Fire Inspector - \$1,753; 3. Credit for deletion of stucco at Youth Center West wall - (\$1,078). Contract time will be increased 10 days for Phase 3 and 31 days for Phase 2.
North Shore Park and Youth Center	18	8/25/03	\$6,402,474.00	\$6,219.00	\$6,408,693.00	\$67,259.00	85%		0	Four picket gates at North and South Entrances not shown on contract documents.



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North Shore Park and Youth Center	19	8/25/03	\$6,408,693.00	\$19,298.00	\$6,427,991.00	\$47,961.00	85%	\$ 794,688.00	0	Install two rain water scuppers and additional roofing at West Entrance. Enclosure of ductwork a gymnasium.
Scott Rakow Youth Center	1	1/16/02	\$2,845,700.00	\$47,300.00	\$2,893,000.00	\$0.00	10%		0	Alternates 1, 2 and 4 for Phasing plan, outdoor rubber flooring and landscaping
Scott Rakow Youth Center	2	N/A	\$0.00	\$0.00	\$0.00	\$0.00	0%		0	VOIDED
Scott Rakow Youth Center	3	2/19/02	\$2,893,000.00	\$0.00	\$2,893,000.00	\$0.00	30%		89	89 day time extension
Scott Rakow Youth Center	4	2/19/02	\$2,893,000.00	(\$36,008.00)	\$2,856,992.00	\$0.00	50%		0	Delete elevator and folding partitions
Scott Rakow Youth Center	5	5/21/02	\$2,856,992.00	\$29,700.00	\$2,886,692.00	\$250,000.00	60%		0	Relocate utilities, additional electrical service to ice rink, reroute Bell South underground service
Scott Rakow Youth Center	6	9/24/02	\$2,886,692.00	\$36,008.00	\$2,922,700.00	\$213,992.00	70%		0	Adding back in the elevator and folding partitions
Scott Rakow Youth Center	7	9/24/02	\$2,922,700.00	\$160,594.77	\$3,083,294.77	\$53,397.23	70%		0	Rerouting storm pipe, additional fire devices and fixtures, repairs to broken water main, remobilization for auger cast piles, paint locker room walls and ceilings, relocation of pedestrian crossing signal, repair of BellSouth lines, repair concrete beams, Zamboni water heater, Water Absorption Tank and monitoring system, rerouting conduit, HVAC unit roof frame, delete basketball court floor replacement work, new foundation for north stairs, modifications to roof and roof structure
Scott Rakow Youth Center	8	11/8/02	\$3,083,294.77	\$9,306.25	\$3,092,601.02	\$4,166.00 *	80%		0	Installation of louvered door at mechanical room
* Specific costs were paid out of project contingency to FPL, Bell South, PSI Geotechnical, Threshold Inspector. These costs were not paid through the contractor and therefore would not be a part of a change order to the Contractor.										
Scott Rakow Youth Center	9	1/8/03	\$3,092,601.02	(\$21,016.08)	\$3,071,584.94	\$25,182.08	85%		0	Credit for security guard services and ammonia monitoring system. System will be monitored through Fire Alarm panel.
Scott Rakow Youth Center	10	1/8/03	\$3,071,584.94	\$11,844.81	\$3,083,429.75	\$13,337.27	85%		0	Electrical wiring modifications for existing pool and restrooms; furnish and install new light fixture at entrance; furnish and install new 480v/60amp electrical feeder for new water heater and pump at Zamboni room
Scott Rakow Youth Center	11	2/25/03	\$3,083,429.75	\$2,950.11	\$3,086,379.86	\$110,387.16	85%		0	Work required for fire alarm panel relocation, and addition of strobe and horn for ammonia leak detection device. \$100,000 was added to the project contingency.

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Scott Rakow Youth Center	12	4/4/03	\$3,086,379.86	\$10,406.70	\$3,096,786.56	\$99,980.46	85%		0	Relocation of electrical equipment, installation of panic hardware at ice rink entrance doors, and automation of ice rink equipment room fan with ammonia detection panel.
Scott Rakow Youth Center	13	6/30/03	\$3,096,786.56	\$39,860.58	\$3,136,647.14	\$60,119.88	90%		0	Installation of new louver and ductwork to maintain fresh air intake at existing mechanical room, installation of new emergency exit lights, new 42" railing at entry ramp area, additional conduit and wiring to connect ice rink equipment room exhaust fan to fire alarm panel.
Scott Rakow Youth Center	14	8/7/03	\$3,136,647.14	(\$4,500.00)	\$3,132,147.14	\$64,619.88	90%	\$580,162.93	0	Credit for deletion of 4-foot concrete sidewalk along Pine Tree Drive.
Tatum Park	1	2/23/00	\$341,518.36	\$50,987.25	\$392,505.61					new basketball court (originally anticipated)
Tatum Park	2	2/23/00	\$392,505.61	\$33,012.05	\$425,517.66	\$4,477.89	81%			sports and security lighting (originally anticipated)
Tatum Park	3	11/1/01	\$425,517.66	(\$1,800.00)	\$423,717.66	\$6,277.89	100%	\$ -		Contractor's portion of Safety Surface Installation

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# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** March 17, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **REPORT OF THE MARCH 8, 2004 - LAND USE AND DEVELOPMENT  
COMMITTEE MEETING**

1. Selection of Vice-Chairperson per Resolution No. 2003-25446.

Commissioner Gross elected as Vice-Chair of the Land Use and Development Committee.

2. Discussion on Lincoln Road Street End Project.

Mr. Russell Galbut, presented a revised proposal that does not require any increase in floor area. The Committee asked that Mr. Galbut obtain approval from the Decoplage Condominium Association on the revised proposal. Furthermore, he should bring back to the Committee more detailed plans, including cross sections to better understand the nature of the project. The Committee asked that Mr. Galbut return at the April meeting to present an update on the proposal.

JMG/CMC/JGG/rar

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Agenda Item C6C  
Date 3-17-04

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A resolution of the Mayor and City Commission of the City of Miami Beach, Florida, approving and authorizing the appropriate City officials to execute Amendment No. 2 to the Agreement with SKLARchitecture in the amount of \$93,072, for additional construction administration services for the Miami Beach Convention Center (Convention Center) and the Jackie Gleason Theater of the Performing Arts (TOPA) ADA renovations.

**Issue:**

Should the City Commission approve resolution to execute Amendment No. 2 to the agreement with SKLARchitecture?

**Item Summary/Recommendation:**

On February 9, 2000, an Agreement was executed between the City and SKLARchitecture to renovate the Convention Center and the TOPA to comply with ADA requirements for a maximum fee of \$283,451.

Amendment No. 1 to the Agreement was issued on March 14, 2001 to include additional restrooms affected by a change in the ADA regulations in the amount of \$42,778.

Pursuant to SKLARchitecture's contract with the City, 20% of SKLARchitecture's total fee for basic service is set aside for construction administration. In addition, construction administration services for both Convention Center and TOPA ADA are limited to 416 hours (52 weeks). SKLARchitecture has now exceeded these 52 weeks.

The Administration is proposing to amend the Agreement with the Consultant to reflect both the construction duration of 615 days (88 weeks) for the Convention Center ADA and the construction duration of 300 days (43 weeks) for the TOPA ADA. SKLARchitecture's contract would be amended to increase the construction administration fee from a base of 52 weeks to 131 weeks to reflect the current estimated timeframe for construction.

The Administration recommends the City Commission approve the resolution to execute Amendment No. 2 to the Agreement with SKLARchitecture.

**Advisory Board Recommendation:**

The Miami Beach Convention Center Capital Oversight Committee approved the project on April 24, 2001.

**Financial Information:**

Source of Funds:	Amount		Account	Approved
	1	\$64,500	441.2197.069358	
	2	\$28,572	441.2251.069358	
	3			
	4			
	Total	\$93,072		

Finance Dept.

**City Clerk's Office Legislative Tracking:**

Nury Menicucci, Construction Manager

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
TH	RCM	

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AGENDA ITEM C7A

DATE 3-17-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** March 17, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT WITH A.R.I. ARCHITECTS, INC. (d.b.a. SKLARCHITECTURE), IN THE AMOUNT OF \$93,072 FOR ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES FOR THE MIAMI BEACH CONVENTION CENTER (CONVENTION CENTER) AND THE JACKIE GLEASON THEATER OF THE PERFORMING ARTS (TOPA) ADA RENOVATIONS.**

### **ADMINISTRATION RECOMMENDATION**

Adopt the Resolution.

### **AMOUNT AND FUNDING**

Total funding in the amount of \$ 35,000,000 has been appropriated from Fiscal Year (FY) 96/97 through 03/04, for the Convention Center and Jackie Gleason Theater of the Performing Arts (TOPA) Capital Projects. Funding for the additional construction administration services in the amount of \$93,072 is available from the Convention Center Development Tax (CDT) Fund 441. Work Order 2197 (\$64,500) and Work Order 2251(\$28,572).

### **ANALYSIS**

In 1996, the City retained the Architectural firm of R.J. Heisenbottle Architects, P.A. to conduct a survey of both TOPA and the Convention Center to identify those areas that were not in compliance with the provisions of the Americans with Disabilities Act (ADA), and to prepare an estimate of the costs of the modifications needed to comply with the ADA. As a result of this study, the City budgeted funds to renovate certain of the restrooms at the Miami Beach Convention Center (Convention Center) and the Jackie Gleason Theater of the Performing Arts (TOPA), as well as for the replacement of doors and door hardware to bring both buildings into compliance with the requirements of the ADA.

The City issued an RFQ for the design services to undertake this project. On February 9, 2000, an Agreement was executed between the City and A.R.I. Architects, Inc. (d/b/a:



SKLARchitecture) ("Consultant") for professional Architectural and Engineering services to develop plans, specifications and construction documents for the renovation of the Convention Center and TOPA to provide ADA-compliant door hardware and to refurbish a lounge and two lobbies, and certain restrooms in both buildings for a maximum fee of \$283,451 (including \$20,000 for reimbursable expenses).

Between the 1996 study and the present time, the ADA regulations were amended. The amendments required modifications to restrooms that were compliant under the old rules. In addition, the ADA rules were broadened and now apply to employee-only restrooms as well as those open to the public. Amendment No. 1 to the Agreement with the Consultant was issued on March 14, 2001 to include these additional restrooms in the amount of \$42,778.

Pursuant to SKLARchitecture's contract with the City, 20% of SKLARchitecture's total fee for basic service is set aside for construction administration. In addition, construction administration services for both Convention Center and TOPA ADA are limited to 416 hours (52 weeks).

Since the start of the Construction Phase of the Convention Center ADA renovations project, SKLARchitecture has already exceeded these 52 weeks in administering the construction contract. Pursuant to SKLARchitecture's contract with the City, the Construction Phase commences upon award of the construction contract. Award was issued on February 5, 2003, first notice to proceed was issued on March 28, 2003, and second notice to proceed was issued on June 12, 2003.

It is estimated that the current timeframe for construction for both the Convention Center and TOPA will be a total of 131 weeks, an increase of 79 weeks to what was originally allotted. Since the execution of SKLARchitecture's contract with the City, the following have affected the original estimated time for construction:

- Amendment No. 1, adding 14 additional restrooms to the scope of work, was issued.
- Project phasing was changed. Originally, the Convention Center and TOPA ADA renovations were going to be renovated simultaneously. Instead, the Convention Center is being renovated separately and the TOPA ADA has been combined with the TOPA Interior renovations project.
- The original design contract contemplated the contractor having access to all work areas at all times. In reality, the construction contracts require the contractor to work around the Convention Center and TOPA event calendars, which has lengthened the time for construction.

The administration has negotiated additional services for the additional time at a not to exceed amount of \$93,072 to have construction administration services provided through the end of construction.

### **ADMINISTRATION RECOMMENDATION**

The Administration recommends that the Mayor and City Commission adopt the Resolution approving and authorizing appropriate City officials to execute Amendment No. 2 to the Agreement with A.R.I. Architects, Inc. (d.b.a. SKLARchitecture), in the amount of \$93,072, for additional construction administration for the Miami Beach Convention Center (Convention Center) and the Jackie Gleason Theater of the Performing Arts (TOPA) ADA renovations.

JMG / RCM / TH / nm

Attachments

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT WITH A.R.I. ARCHITECTS, INC. (d.b.a. SKLARCHITECTURE), IN THE AMOUNT OF \$93,072, FOR ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES FOR THE MIAMI BEACH CONVENTION CENTER (CONVENTION CENTER) AND THE JACKIE GLEASON THEATER OF THE PERFORMING ARTS (TOPA) ADA RENOVATIONS.**

**WHEREAS**, on February 9, 2000, the Mayor and City Commission approved and authorized the Mayor and City Clerk to execute an Agreement with A.R.I. Architects, Inc., d.b.a. SKLARchitecture (Consultant), for the architectural and engineering services necessary to renovate the Miami Beach Convention Center (Convention Center) and the Jackie Gleason Theater of the Performing Arts (TOPA) to bring them into compliance with the requirements of the Americans with Disabilities Act (ADA) (the Agreement); and

**WHEREAS**, due to changes in the requirements of the ADA, Amendment No. 1 to the Agreement was approved and executed on March 14, 2001, to include 14 additional restrooms; and

**WHEREAS**, pursuant to the Agreement, Consultant's construction administration services for both the Convention Center and TOPA ADA project are limited to 416 hours (52 weeks); and

**WHEREAS**, the anticipated construction time for the Convention Center is 615 days (88 weeks), and the anticipated construction time for TOPA is 300 days (43 weeks), for a total duration of 131 weeks; and

**WHEREAS**, as the Agreement only allotted for a construction time of 52 weeks, it is herein recommended that Amendment No. 2 to the Agreement be approved, to reflect the current estimated time frame for construction.

**NOW, THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA** that the Mayor and City Commission hereby approve and authorize the Mayor and City Clerk to execute Amendment No. 2 to the Agreement with A.R.I. Architects, Inc. (d.b.a. SKLARchitecture), in the amount of \$93,072, for additional construction administration services for the Miami

Beach Convention Center (Convention Center) and the Jackie Gleason Theater of the Performing Arts (TOPA) ADA renovations.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

*M. H. Dunbar* 3-11-04  
City Attorney *JS* Date

\_\_\_\_\_  
**CITY CLERK**

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CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY



**Condensed Title:**

A resolution authorizing the Mayor and City Commission to grant a non-exclusive easement to Florida Power and Light (FPL) Corporation for the provision of underground distribution facilities and a transformer at the Public Works Yard, located at 451 Dade Boulevard; further authorizing the Mayor and City Clerk to execute and record the executed easement for the required underground facilities and transformer pad in the public records of Miami-Dade County.

**Issue:**

Shall the City grant an easement to FPL at the new 25th Street Water Storage Tanks and Pump Station facility?

**Item Summary/Recommendation:**

In order to supply power to the new water pumping station being built in the Public Works Yard at 451 Dade Boulevard, FPL has to install a new transformer on a pad, and install new underground transmission lines to connect the transformer to their distribution system. To complete this work and energize the system, FPL requires an easement crossing the Public Works Yard to provide them with maintenance access to their facilities. The Administration has reviewed the easement request and recommends that it be granted.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

Source of Funds:		Amount	Account	Approved
<div><input type="checkbox"/></div> Finance Dept.	1			
	2			
	3			
	4			
	Total			

**City Clerk's Office Legislative Tracking:**

Mauro Burgio (x6447) / Carl Hastings (x6210)

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM C7B  
DATE 3-17-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** March 17, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MAYOR AND CITY COMMISSION TO GRANT A NON-EXCLUSIVE EASEMENT TO FLORIDA POWER AND LIGHT (FPL) CORPORATION FOR THE PROVISION OF UNDERGROUND DISTRIBUTION FACILITIES AND A TRANSFORMER AT THE PUBLIC WORKS YARD, LOCATED AT 451 DADE BOULEVARD; FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND RECORD THE EXECUTED EASEMENT FOR THE REQUIRED UNDERGROUND FACILITIES AND TRANSFORMER PAD IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY.**

### ADMINISTRATION RECOMMENDATION

Approve the Resolution.

### BACKGROUND

The City Administration entered into a Contract with Jasco Construction Company, Inc. pursuant to Resolution Number 2003-25158 which was approved on March 19, 2003, for the construction of two new 3 million gallon water storage tanks and a replacement pumping station to be built at the Public Works Yard, located at 451 Dade Boulevard. Construction was started on June 6, 2003, and has continued in an orderly manner and is currently on schedule for substantial completion on or before May 2, 2004.

### ANALYSIS

In order to supply power to the new water pumping station, FPL has to install a new transformer on a pad, and install new underground transmission lines to connect the transformer to their existing distribution system. To complete this work and energize the system, FPL requires an easement crossing the Public Works Yard to provide them with maintenance access to their facilities. The attached Easement grant provides the access requested by FPL.

### CONCLUSION

The Administration has reviewed the easement request and recommends that it be granted.

JMG/RCM/TH/JEC/MB

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Work Order No. \_\_\_\_\_

**NON-EXCLUSIVE EASEMENT**

Sec. 53, Twp 42 S, Rge 27 E

This Instrument Prepared by:

Parcel I.D. # 02-3227-000-0100  
(Maintained by County Appraiser)

Name: Raul Aguila, Esq.  
Name: City of Miami Beach  
Address: 1700 Convention Ctr. Dr.  
Miami Beach, FL, 33139

The undersigned, City of Miami Beach, Florida (Grantor) in consideration of the payment of \$10.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Florida Power & Light Corporation (Grantee), its licensees, agents, successors, and assigns, a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities, transformer and pad (including wire, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See attached Exhibit "A"

Together with the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside the easement area which might interfere with or fall upon the transformer or lines of power transmission or distribution; and further grant, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described over, along, under and across the roads, streets or highways adjoining or through said property. This easement area will revert to the Grantor and all rights will be discontinued when its use is no longer required for the intended use by Grantee.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on \_\_\_\_\_, 2004.

CITY OF MIAMI BEACH, FLORIDA (Grantor)

By: \_\_\_\_\_  
Mayor

Print Name: David Dermer

Attest: \_\_\_\_\_  
City Clerk

Print Name: Robert Parcher

(Seal)

STATE OF FLORIDA AND COUNTY OF MIAMI-DADE. The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_, and \_\_\_\_\_, respectively the Mayor and City Clerk of the City of Miami Beach, a Florida municipal corporation, on behalf of said municipal corporation, who are personally known to me, and who did not take an oath.  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, Signature

Print Name \_\_\_\_\_





# PARENT TRACT

20 FOOT F.P.L. EASEMENT

A 20 foot easement through Section 53, Township 42 South, Range 27 East, the center line of which is described as follows: commence at the point of intersection of the northerly right-of-way line of West 25th. Street and the easterly right-of-way line of Pine Tree Drive, as shown in FLAMINGO TERRACE EXTENSION, recorded in Public Records of Miami-Dade County, Florida; thence south 82°51'19" West, along the center line of West 25th. Street to Plat Book 38, at Page 61, Public Records of Miami-Dade County, Florida; thence South 81°34'41" West for 382.79 feet; thence South 46°43'49" West for 28.63 feet; thence South 78°20'37" West for 24.71 feet; thence South 73°51'39" West for 83.40 feet; thence South 88°52'37" West for 79.06 feet; thence South 83°39'43" West for 44.67 feet to the POINT OF BEGINNING; thence South 88°52'37" West for 39.06 feet; thence South 88°52'37" West for 39.06 feet; thence North 83°41'39" West for 79.06 feet; thence South 83°39'43" West for 44.67 feet to the POINT OF BEGINNING. The side lines of said 20 foot easement to be shortened or prolonged to meet the angle points.

NOTES:  
 1. The locations of existing underground utilities shown on this map are approximate only. Accuracy and completeness are not guaranteed. The user is advised to verify location of utility information prior to construction.

### LEGEND & ABBREVIATIONS:

[illegible]

**SKETCH TO ACCOMPANY A LEGAL DESCRIPTION**

EXHIBIT "A"

**CITY OF MIAMI BEACH, FLORIDA**  
**PUBLIC WORKS DEPARTMENT**  
1700 CONVENT CENTER DR., MIAMI BEACH, FL 33139

**SURVEY OF 20 FOOT F.P.L. EASEMENT  
AT PUBLIC WORKS YARD**

CITY MANAGER:  
DIRECTOR:  
CITY ENGINEER:

DESIGNER:  
DRAWN BY:  
CHECKER:

FRANCIS

[illegible]

File location:	F:\WORK\1
Field Book:	
Date:	2/2
Sheet:	1
APP'D. BY	

J. A. VARGAS  
CITY SURVEYOR  
P.S.M. N° 2916  
STATE OF FLORIDA

I HEREBY CERTIFY: that this SKETCH OF SURVEY FOR SPECIFIC PURPOSE is correct and meets the Minimum Technical Standards for Surveying in the State of Florida as set forth in Chapter 472-027 (F.S.) and Chapter 61G17-5 of the Florida Administrative Code. Not valid without the signature and rolled seal of a Florida Licensed Surveyor and Mapper.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AUTHORIZING THE MAYOR AND CITY CLERK TO GRANT A NON-EXCLUSIVE EASEMENT TO FLORIDA POWER AND LIGHT CORPORATION FOR THE PROVISION OF UNDERGROUND DISTRIBUTION FACILITIES AND A TRANSFORMER PAD AT THE PUBLIC WORKS YARD, LOCATED AT 451 DADE BOULEVARD; FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THIS EASEMENT FOR THE REQUIRED UNDERGROUND FACILITIES AND TRANSFORMER PAD.**

**WHEREAS**, the City Administration entered into a contract with Jasco Construction Company, Inc., pursuant to Resolution Number 2003-25158, approved on March 19, 2003, for the construction of two new water storage tanks and a replacement pumping station at the Public Works Yard, located at 451 Dade Boulevard; and

**WHEREAS**, in order to supply electrical power to the new pumping station, Florida Power and Light Corporation (FPL) will install a transformer on a pad connected to its distribution system through underground conduit crossing the Public Works Yard; and

**WHEREAS**, to energize the system, FPL is requesting the City to grant the attached Easement for the area of the pad mounted transformer and the underground transmission conduit.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission approve the grant of the attached non-exclusive Easement to Florida Power and Light Corporation, for the provision of underground distribution facilities and a transformer pad at the City's Public Works Yard, and authorize the Mayor and City Clerk to execute the Easement.



**PASSED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

 3-2-04  
City Attorney  Date

Work Order No. \_\_\_\_\_

# NON-EXCLUSIVE EASEMENT

This Instrument Prepared by:

Sec. 53, Twp 42 S, Rge 27 E

Name: Raul Aguila, Esq.

Name: City of Miami Beach

Parcel I.D. # 02-3227-000-0100  
(Maintained by County Appraiser)

Address: 1700 Convention Ctr. Dr.  
Miami Beach, FL., 33139

The undersigned, City of Miami Beach, Florida (Grantor) in consideration of the payment of \$10.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Florida Power & Light Corporation (Grantee), its licensees, agents, successors, and assigns, a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities, transformer and pad (including wire, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See attached Exhibit "A"

Together with the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside the easement area which might interfere with or fall upon the transformer or lines of power transmission or distribution; and further grant, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described over, along, under and across the roads, streets or highways adjoining or through said property. This easement area will revert to the Grantor and all rights will be discontinued when its use is no longer required for the intended use by Grantee.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on \_\_\_\_\_, 2004.

CITY OF MIAMI BEACH, FLORIDA (Grantor)

By: \_\_\_\_\_  
Mayor

Print Name: David Dermer

Attest: \_\_\_\_\_  
City Clerk

Print Name: Robert Parcher

(Seal)

STATE OF FLORIDA AND COUNTY OF MIAMI-DADE. The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_, and \_\_\_\_\_, respectively the Mayor and City Clerk of the City of Miami Beach, a Florida municipal corporation, on behalf of said municipal corporation, who are personally known to me, and who did not take an oath.  
My Commission Expires:

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

Notary Public, Signature

Print Name \_\_\_\_\_

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City Attorney

Date

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution providing \$565,134 from the SHIP Program NOFA for FY 2002/03 to Miami Beach Community Development Corporation (MBCDC) to continue a rehabilitation component for the Scattered-Site Home Ownership Program in accordance with the SHIP Program Rule, and further, amending the City's Local Housing Assistance Plan updating the maximum purchase price and assistance limit.

**Issue:**

Shall the City provide \$565,134 in SHIP Program funds to assist income-eligible home buyers with the rehabilitation, down payment assistance, closing costs, and home ownership counseling in accordance with the SHIP Program Rule. And further, shall the Local Housing Assistance Plan be amended to update the maximum purchase price and assistance limit.

**Item Summary/Recommendation:**

The funds from fiscal year 2002/03 were utilized to issue a Notice of Funding Availability (NOFA) in the amount of \$565,134 on October 9, 2003. The NOFA was advertised in both The Miami Herald and in the Art Deco Tropical. In addition, notification of the NOFA was provided to interested housing providers via direct mailing. On November 10, 2003, the City received only one proposal from the Miami Beach Community Development Corporation (MBCDC) requesting \$565,134. The SHIP Program funds will be used to provide rehabilitation, down payment assistance, and closing cost assistance to a minimum of 14 units (based on a maximum allocation of funds per unit of \$40,000) and provide home ownership opportunities to income-eligible home buyers with annual earnings at or below 120 percent of area median income (\$40,440) for a one-person household, including City employees, by June 30, 2005. Under the terms of this agreement, no SHIP funds are provided for administrative costs, MBCDC may only receive a developer fee which is not to exceed 10% of the value of the rehabilitation and .5% of the appraised value of each unit (which historically averages less than \$2,000 per unit). The Administration suspects that this may be one of the reasons for the lack of interest from housing providers to participate in this program.

**Advisory Board Recommendation:**

On December 5, 2003, the Loan Review Committee recommended that MBCDC be funded \$565,134 in SHIP Program funds from FY 2002/03.

**Financial Information:**

Source of Funds:		Amount	Account	Approved
	1	565,134	152.5721	
SHIP	2			
	3			
	4			
Finance Dept.	Total			

**City Clerk's Office Legislative Tracking:**

Vivian P. Guzmán

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** March 17, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE ATTACHED STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM AGREEMENT BETWEEN THE CITY AND THE MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION (MBCDC), PROVIDING \$565,134 IN SHIP PROGRAM FUNDS FROM FISCAL YEAR 2002/03 TO CONTINUE A SCATTERED-SITE HOME OWNERSHIP PROGRAM FOR INCOME-ELIGIBLE HOME BUYERS, IN ACCORDANCE WITH THE SHIP PROGRAM RULE AND THE CITY'S LOCAL HOUSING ASSISTANCE PLAN; FURTHER APPROVING AND ADOPTING AN AMENDMENT TO THE CITY'S LOCAL HOUSING ASSISTANCE PLAN UPDATING THE MAXIMUM PURCHASE PRICE AND ASSISTANCE LIMITS, IN THE AMOUNTS SET FORTH IN THIS RESOLUTION, IN ACCORDANCE WITH THE SHIP PROGRAM RULE, FOR SUBMISSION TO THE FLORIDA HOUSING FINANCE CORPORATION.

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

The State Housing Initiatives Partnership (SHIP) Program, administered through the Florida Housing Finance Corporation, was established by the 1992 William E. Sadowski Affordable Housing Act to stimulate the production of housing statewide. SHIP Program funds are derived from documentary stamp levies on real estate transactions. Annually, the Florida Housing Finance Corporation allocates SHIP Program funds among participating jurisdictions on a formula basis. The City has participated in the SHIP Program since fiscal year 1995/96. As required by the Florida Housing Finance Corporation, on March 14, 2001, the City adopted a new Local Housing Assistance Plan for State fiscal years 2001/02, 2002/03 and 2003/04, which serves as the guidelines to utilize SHIP Program funds for rehabilitation of scattered-site units to provide home ownership opportunities.

The City received a total of \$623,574 of SHIP Program funds for fiscal year 2002/03, which includes an allocation of \$575,474, plus \$17,841 in program income and \$30,259 in recaptured funds. Ten (10) percent of each fiscal year allocation and five (5) percent of program income are utilized for administrative costs associated with the Program.

In accordance with the City's Local Housing Assistance Plan, the City utilized \$58,439 for administrative costs from the \$623,574 SHIP Program funds allocated to the City. The balance of funds from fiscal year 2002/03 were utilized to issue a Notice of Funding Availability (NOFA) in the amount of \$565,134 on October 9, 2003. The NOFA was advertised in English in The Miami Herald and in Spanish in the Art Deco Tropical. In addition, notification of the NOFA was provided to interested housing providers via direct mailing. The NOFA sought an experienced housing provider to utilize SHIP Program funds for rehabilitation of scattered-site dwelling units to provide home ownership opportunities for eligible home buyers.

On November 10, 2003, the City received only one proposal from the Miami Beach Community Development Corporation (MBCDC) proposing to utilize the SHIP funds to continue the rehabilitation component of its successful Scattered-Site Home Ownership Program. The amount of their request was \$565,134. In accordance with the City's Local Housing Assistance Plan, the SHIP Program funds will be used to provide rehabilitation, down payment assistance, and closing cost assistance to a minimum of 14 units (based on a maximum allocation of funds per unit of \$40,000) in order to provide home ownership opportunities to income-eligible home buyers with annual earnings at or below 120 percent of area median income (\$40,440) for a one-person household, including City employees, by June 30, 2005. Properties to be acquired by the participants are selected on an ongoing and scattered-site basis. Eligible participants enter into a lottery system which determines their order in the waiting list. Concurrently, as part of this program, home ownership counseling will be provided to a minimum of 60 income-eligible participants. Under the terms of this agreement, no SHIP funds are provided to MBCDC for administrative costs, MBCDC may only receive a developer fee which is not to exceed 10% of the value of the rehabilitation and .5% of the appraised value of each unit (which historically averages less than \$2,000 per unit). The Administration suspects that this may be one of the reasons for the lack of interest from housing providers to participate in this program. The Scattered-Site Home Ownership Program also utilizes funds leveraged by MBCDC from the Miami-Dade County's Documentary Surtax Program and from the federal HOME Program. These funds are utilized to provide down payment assistance to participants in the form of second and third mortgages.

In accordance with the terms of the NOFA, the Housing and Community Development Division staff reviewed the proposal and submitted it to the Loan Review Committee (LRC). On December 5, 2003, the LRC reviewed the proposal and recommended to the Mayor and City Commission that MBCDC be funded in the amount of \$565,134 from fiscal year 2002/03. Since 1996, MBCDC has successfully operated a rehabilitation component for their Scattered-Site Home Ownership Program with funding from the City's SHIP Program. To date, 129 units have been acquired and rehabilitated through the program including 11 units acquired by City employees participating in the program.

On March 14, 2001, the City adopted its current Local Housing Assistance Plan (Plan) for State fiscal years 2001/02, 2002/03 and 2003/04. In accordance with the SHIP Program Rule, the maximum purchasing price and assistance limit may be updated as necessary by amending the Plan. The Florida Housing Finance Corporation has provided the City with updated Miami MSA (Miami-Dade County) Average Purchase Price Limits of \$199,117 for new homes and \$163,487 for existing homes (previously the respective figures were \$158,855 for new homes and \$148,466 for existing homes); therefore, the Plan is being amended to incorporate these figures. Simultaneously, the Plan is also being amended to update the assistance limit to a maximum of \$40,000 allocation of funds per unit, which was previously set at \$32,259 back in 1996.

*Commission Memorandum*

*March 17, 2004*

*Page 3 of 3*

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida, adopt a resolution authorizing the Mayor and City Clerk to execute the attached State Housing Initiatives Partnership (SHIP) Program Agreement between the City and Miami Beach Community Development Corporation, which provides SHIP Program funds in the amount of \$565,134 from fiscal year 2002/03 to continue a scattered-site home ownership program for income-eligible home buyers in accordance with the SHIP Program Rule and the City's Local Housing Assistance Plan; further, amending the City's Local Housing Assistance Plan updating the maximum purchase price and assistance limits in accordance with the SHIP Program Rule, for submission to the Florida Housing Finance Corporation.



RCM/VPJ/JR/MDC/TNU

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**RESOLUTION NUMBER \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE ATTACHED STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM AGREEMENT BETWEEN THE CITY AND THE MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION (MBCDC), PROVIDING \$565,134 IN SHIP PROGRAM FUNDS FROM FISCAL YEAR 2002/03 TO CONTINUE A SCATTERED-SITE HOME OWNERSHIP PROGRAM FOR INCOME-ELIGIBLE HOME BUYERS, IN ACCORDANCE WITH THE SHIP PROGRAM RULE AND THE CITY'S LOCAL HOUSING ASSISTANCE PLAN; FURTHER APPROVING AND ADOPTING AN AMENDMENT TO THE CITY'S LOCAL HOUSING ASSISTANCE PLAN UPDATING THE MAXIMUM PURCHASE PRICE AND ASSISTANCE LIMITS, IN THE AMOUNTS SET FORTH IN THIS RESOLUTION, IN ACCORDANCE WITH THE SHIP PROGRAM RULE, FOR SUBMISSION TO THE FLORIDA HOUSING FINANCE CORPORATION.**

**WHEREAS**, the State of Florida enacted the William E. Sadowski Affordable Housing Act (the Act) on July 7, 1992, allocating a portion of new and existing documentary stamp taxes on deeds to local governments to stimulate the production of housing through the State Housing Initiatives Partnership (SHIP) Program; and

**WHEREAS**, on March 14, 2001, the Mayor and City Commission approved and adopted a Local Housing Assistance Plan for Fiscal Years 2001/02, 2002/03, and 2003/04, respectively, by Resolution No. 2001-24447, pursuant to the requirements of the Act and the SHIP Program Rule issued by the Florida Housing Finance Corporation; and

**WHEREAS**, the City issued a Notice of Funding Availability (NOFA) on October 9, 2003, pursuant to the City's adopted Local Housing Assistance Plan; and

**WHEREAS**, the Administration now requests that the attached SHIP Program Agreement be approved by the Mayor and City Commission and executed by the Mayor and City Clerk; and

**WHEREAS**, the maximum purchase price for housing activities with assistance from the SHIP Program, as established by the United States Department of Treasury and provided by the Florida Housing Finance Corporation, are specified in the City of Miami Beach Local Housing Assistance Plan; and

**WHEREAS**, Section 420.9075, Florida Statutes, was amended during the 2000 Legislative Session to permit each local government to establish a maximum purchase price for housing activities assisted under the SHIP Program, based on local studies utilizing methodology approved

by the Florida Housing Finance Corporation; and

**WHEREAS**, the Florida Housing Finance Corporation contracted Florida New Business Report to do an independent study, as an alternative to the U.S. Department of Treasury price limits; and

**WHEREAS**, the independent study more accurately reflects an appropriate maximum purchase price for housing activities assisted under the SHIP Program in the City of Miami Beach, than those previously established in 1996 by the U. S. Department of Treasury; and

**WHEREAS**, the Florida Housing Finance Corporation has provided the City with updated Miami MSA (Miami-Dade County) Average Purchase Price Limits of \$199,177 for new homes, and \$163,487 for existing homes for housing activities assisted under the SHIP Program, as determined by the aforementioned study using methodology approved by the Florida Housing Finance Corporation; and

**WHEREAS**, the aforesated price limits must be approved by Resolution of the local government body; and

**WHEREAS**, updating of the assistance limit to \$40,000, per unit, in accordance with the SHIP Program Rule, must also be approved by Resolution of the local government body; and

**WHEREAS**, accordingly, the City wishes to amend its adopted Local Housing Assistance Plan to update the SHIP Program maximum purchase price to \$199,177 for new homes, and \$163,487 for existing homes, and the assistance limit to \$40,000, per unit.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Clerk are authorized to execute the attached State Housing Initiatives Partnership (SHIP) Program Agreement between the City and Miami Beach Community Development Corporation, which provides SHIP Program funds, in the amount of \$565,134 from Fiscal Year 2002/03; and further amending the City's Local Housing Assistance Plan, approving and adopting updated maximum purchase prices and assistance limits, in the amounts set forth in this Resolution, in accordance with the SHIP Program Rule, for submission to the Florida Housing Finance Corporation.

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

MIAO 3-1-04  
City Attorney RJA Date

## **AGREEMENT**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2004 by and between the **CITY OF MIAMI BEACH**, a Florida municipal corporation, having its principal office at 1700 Convention Center Drive, Miami Beach, Florida, (hereinafter referred to as the City), and the **MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION**, a not-for-profit Florida corporation, with its principal office located at 945 Pennsylvania Avenue, Miami Beach, Florida (hereinafter referred to as MBCDC).

### **WITNESSETH:**

**WHEREAS**, the City has determined the necessity for providing affordable housing in Miami Beach through its Consolidated Plan, which was adopted by Resolution No. 95-21670, on July 26, 1995; and

**WHEREAS**, the City has been designated by the Florida Housing Finance Administration as an eligible municipality for the receipt of funds as provided under the State Housing Initiatives Partnership (SHIP) Program pursuant to Chapter 67-37 of the Florida Administrative Code (F.A.C.); and

**WHEREAS**, the City utilizes SHIP funds provided by the Florida Housing Finance Corporation under the terms of the SHIP Program in order to expand the supply of decent, safe, sanitary and affordable housing within the City, for income-eligible persons by making available funds to rehabilitate dwelling units; and

**WHEREAS**, MBCDC has operated a "Scattered-Site" homebuyer program since 1990, assisting low- and moderate-income individuals and families in the purchase of condominiums at various locations throughout Miami Beach by providing down payment assistance and other forms of aid to the prospective homebuyers.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

### **ARTICLE I** **DEFINITIONS**

Terms shall be as defined in the State Housing Incentives Partnership (SHIP) Program, 67-37 F.A.C., and any amendments thereto. Any term defined in the SHIP Program Rule, not otherwise defined in this Agreement, shall have the meaning set forth in said Rule.

### **ARTICLE II** **BUDGET AND SCOPE OF SERVICES**

MBCDC will utilize the funds set forth in Exhibit "A", attached hereto and made a part hereof by reference (the Funds"), for rehabilitation, down payment assistance, closing cost assistance, and home ownership counseling for a Scattered-Site Home Ownership Program, in accordance with the Scope of Services in Exhibit "A", attached hereto and made a part hereof by reference.

### **ARTICLE III** **PROGRAM INCOME**

MBCDC agrees that any program income generated from the use of the Funds under this Agreement, or funds repaid for any reason, after making all debt repayments to the City, or other lender, if any, is to be used to further other affordable housing activities.

**ARTICLE IV**

**SPECIAL PROVISIONS APPLICABLE TO FUNDS PROVIDED UNDER THE SHIP AND HOME PROGRAMS**

The parties hereto acknowledge that the Funds provided hereunder are to be used in conjunction with funds received through the Home Investment Partnerships (HOME) Program. Therefore some or all of the projects assisted will be required to comply with the rules of both SHIP and HOME Programs. The State of Florida has acted to encourage the use of SHIP Program funds in coordination with HOME funds by suggesting that in projects which use funding from both sources, generally the HOME rules will take precedence. However, where both SHIP and HOME Program reference a particular term or rule, the rule which is more restrictive will apply.

MBCDC expressly agrees to the following terms and conditions in conformity with Chapter 67-37, F.A.C.:

(a) **Affordability Period.** The period of time SHIP assisted units must remain affordable is in accordance with Chapter 67-37 F.A.C., or the term of a HUD insured mortgage, whichever period occurs later. The funds shall be repaid to the City in accordance with the provisions of the HOME Program regulations 24 CFR Part 92.254, in the event the housing is transferred or sold for any purpose other than settling the estate of one of the owners.

(b) **Repayment of Funds; Transfer of Title.** The Funds (which definition shall include the allocation of any additional funds that may be provided by the City in the future as a result of an amendment or modification of this Agreement) shall be repaid in their entirety if the SHIP units are transferred or sold to another owner except as specified herein. Concurrent with the closing on the property rehabilitated hereunder, the owner shall execute a Restrictive Covenant incorporating the terms of this section.

(c) **Projects must provide safe, sanitary, and decent residential housing for low-income and very low-income, and moderate-income persons (i.e., a person whose income is within specific income levels set forth herein, as documented by U.S. HUD).**

(d) **Income Targeting.** MBCDC shall ensure and maintain written documentation that conclusively demonstrates that each project assisted in whole or in part with SHIP Funds provides benefit to very-low (families whose annual incomes that do not exceed 50 percent of the median family income for the area) and low-income (families whose annual incomes do not exceed 80 percent of the median income for the area) and moderate income (families whose annual incomes which do not exceed 120% of the area median income), as determined and published from time-to-time by U.S. HUD.

(e) **MBCDC affirms that it maintains a financial management system that conforms to the financial accountability standards of Attachment F of OMB Circular A-110.**

(f) **Records:** MBCDC agrees to maintain all records sufficient to meet the requirements of Chapter 67-37 F.A.C., including, but not limited to: Program records, project records, and Program administration records. All records required herein shall be retained and made accessible for a period of at least three (3) years after closing, as provided in Chapter 67-37, and Florida Statutes Chapter 119.

(g) **Property Standards.** For the duration of this Agreement, and any amendments hereto, housing that is assisted with SHIP funds, at a minimum, must meet the Housing Quality Standards of CFR Section 882.109. In addition, housing that is newly constructed or substantially rehabilitated with SHIP Funds must meet all applicable local codes, rehabilitation standards, ordinances, and zoning ordinances.

(h) **Maximum and Minimum Amount of SHIP Funds Per Unit.** The minimum amount of SHIP Funds that can be invested is \$1,000 per dwelling unit, and the maximum amount of SHIP subsidy is limited to \$40,000 per unit.

(I) Environmental Clearance. For each activity or project assisted hereunder, immediately after a site is identified, MBCDC shall obtain the City's written environmental clearance statement and hereby agrees to comply with any and all requirements as may be set forth in the Site Environmental Clearance Statement.

(j) Affirmative Marketing. The parties acknowledge that it is unlawful to discriminate on the basis of race, creed, color, religion, age, sex, sexual orientation, marital status, familial status, national origin or handicap. MBCDC agrees to adopt affirmative marketing procedures and requirements, in writing, for SHIP-assisted housing, as set forth in Chapter 67-37 F.A.C.

(k) Affordable housing: Home Ownership. Housing that is for purchase qualifies as affordable housing only if the housing has an initial purchase price, or appraised value after rehabilitation or repair, that does not exceed 90% of the average purchase price for the Miami-Dade Metropolitan Statistical Area (MSA) of \$199,117 for new homes and \$163,487 for existing homes, and subject to change from time-to-time, as determined by the Florida Housing Finance Corporation; is the principal residence of an owner whose family qualifies as very low-, low- or moderate-income at the time of purchase; and is subject to resale restrictions or recapture provisions established by the City for the required period of affordability.

#### **ARTICLE V** **ELIGIBLE COSTS**

MBCDC agrees that eligible costs for the projects under this Agreement are limited to those eligible costs as outlined in Chapter 67-37.007 of the SHIP Program Rule. It is expressly agreed by the parties that no funds obtained hereunder will be used to acquire, rehabilitate or otherwise assist mobile homes.

#### **ARTICLE VI** **METHOD OF PAYMENT**

(a) MBCDC shall be paid monthly for eligible costs expended, as permitted under the Scope of Services in Exhibit "A", based on actual costs expended, with supporting documentation provided for expenses that are considered reasonable and necessary and approved by MBCDC's authorized representative.

(b) Any payment due under the terms of this Agreement will only be issued upon receipt and approval by the City of all reports and documents which MBCDC is required to submit to the City pursuant to the terms of this Agreement and any amendments thereto.

(c) MBCDC agrees to provide evidence of appropriate licenses and insurance as required by this Agreement for each location assisted hereunder, such evidence must be kept on file with the City.

#### **ARTICLE VII** **SUBCONTRACTS**

(a) The parties agree that the work or services covered by this Agreement, including but not limited to rehabilitation work or services, may be subcontracted without the prior written approval of the City, but MBCDC must obtain at least three bids for all rehabilitation work estimated to be in excess of \$500. Copies of all bids received shall be kept in the job file. A copy of all executed contracts must be forwarded to the City within ten (10) days after execution.

(b) MBCDC agrees to include in all contracts and subcontracts that the contractor or subcontractor(s) shall hold the City harmless against all claims of any nature arising out of the contractor's performance of work under the contract and this Agreement.

## **ARTICLE VIII**

### **CONDITIONS OF SERVICE**

As a condition of these services, MBCDC agrees to comply with the regulations of the SHIP Program and any amendments thereto as stated in Chapter 67-37 F.A.C.

- (a) Equal Opportunity: MBCDC agrees to abide by and be governed by the Equal Opportunity and Fair Housing laws. No person in the United States shall on the grounds of race, color, national origin, religion, disability or sex be excluded from participation in, or be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with SHIP Funds.
- (b) Housing assisted with SHIP Funds shall be subject to testing and abatement activities for lead-based paint.
- (c) Additionally, MBCDC agrees to comply with those statutes, regulations and executive orders, as amended, and as set forth in Exhibit "B", attached hereto and herein incorporated by reference.

## **ARTICLE IX**

### **TERM OF AGREEMENT**

This Agreement shall be deemed effective commencing with the execution of the fund reservation agreement reserving the Funds. The City and MBCDC mutually agree that the Funds are reserved for MBCDC for the designated time period as follows:

- (a) Fiscal Year 2002/03 funds, in the amount of \$517,926, plus \$16,948 of accrued interest and \$30,259 of recaptured funds, totaling: \$565,134 is reserved through March 30, 2005. MBCDC shall have arranged for the rehabilitation of a minimum of fourteen (14) dwellings prior to March 30, 2005 pursuant to this Agreement. If MBCDC is not in compliance with the schedule attached hereto, the City, in its sole discretion, shall have the right to automatically terminate this Agreement declare same null and void with regard to the remaining uncommitted Funds, and the City shall take any and all actions it deems necessary to carry out the commitments of the SHIP Housing Assistance Plan, including selecting another service provider for all or part of the unspent Funds.

## **ARTICLE X**

### **TERMINATION**

The City and MBCDC agree that this Agreement may be terminated by the parties in whole or in part, for cause (as more specifically defined in Article XXIV herein) or for convenience, in accordance with the provisions of Chapter 67-37, F.A.C. Written notification shall be submitted at least thirty (30) days prior to the effective date of such termination, and shall include the reason for the termination (if for cause), the effective date, and in the case of a partial termination, the actual portion to be terminated.

## **ARTICLE XI**

### **AMENDMENTS**

Any amendments, alterations, variations, modifications or waivers of any provisions to this Agreement, including an increased allocation of Funds, will only be valid when they have been reduced to writing and duly signed the both parties hereto. Any changes which do not substantially change the Scope of Services or increase the total amount payable under this Agreement, shall be valid only when reduced to writing and signed by the City Manager (or his designee) and MBCDC.

**ARTICLE XII**  
**CONFLICT OF INTEREST**

- (a) MBCDC shall comply with the standards contained within Chapter 67-37, F.A.C.
- (b) MBCDC shall disclose any possible conflicts of interest or apparent improprieties of any party that is covered by the above standards. MBCDC shall make such disclosure in writing to the City immediately upon MBCDC's discovery of such possible conflict. The City will then render an opinion which shall be binding on all parties.
- (c) Related Parties. MBCDC shall report to the City the name, purpose, and any other relevant information in connection with any related-party transaction. This includes, but is not limited to, dealing with a for-profit subsidiary or affiliate organization, an organization with overlapping board of directors, or an organization for which MBCDC is responsible for appointing members. MBCDC shall report this information to the City upon forming the relationship or, if already formed, shall report it immediately. Any supplemental information shall be reported in the City required Progress Report.

**ARTICLE XIII**  
**INDEMNIFICATION AND INSURANCE**

MBCDC shall indemnify and hold harmless the City from any and all claims, liabilities, losses, and causes of action which may arise out of any act, omission, negligence or misconduct on the part of MBCDC or its officers, employees, agents, contractors, subcontractors, and/or invitees. MBCDC shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits in the name of the City, when applicable, and shall pay all costs and judgements which may issue thereon.

MBCDC and its General Contractor(s) retained to conduct any work contemplated hereunder shall provide a General Liability Insurance Policy with coverage for Bodily Injury and Property Damage, in the amount of \$1,000,000 per occurrence (The policy must include coverage for contractual liability to cover the above indemnification); and the City of Miami Beach shall be named as an additional insured followed by the statement: "The coverage is primary to all other coverage carried by the City covering this specific agreement only." MBCDC or the General Contractor(s) shall provide proof of Workers' Compensation Coverage meeting the statutory limits of the State of Florida. MBCDC shall submit to the City an ORIGINAL Certificate of Insurance. All insurance coverage shall be approved by the City's Risk Manager prior to the release of any Funds under this Agreement.

Further, in the event evidence of such insurance is not forwarded to the City's Risk Manager within thirty (30) days after the execution of this Agreement, this Agreement shall be automatically terminated and become null and void, and the City shall have no obligation under the terms thereof unless a written extension of this thirty (30) day requirement is secured from the City Manager or his designee.

**ARTICLE XIV**  
**REPORTS**

- (a) Progress Reports. MBCDC agrees to submit monthly progress reports to the City, describing the status of each proposed project and achievement of the project objectives as provided in the Scope of Services in Exhibit "A", attached hereto. The progress reports shall be submitted no later than ten (10) days after the end of each month, and shall continue until such time as all Funds are expended on specific projects.
- (b) It will be the responsibility of MBCDC to notify the City in writing, of any action, law, or event, that will impede or hinder the success of the projects and activities as provided in this Agreement. After such notification the City will take whatever actions it deems appropriate to ensure the success of the program.

**ARTICLE XV**  
**AUDIT AND INSPECTIONS**

At any time during normal business hours and as often as the City Administration and/or the Florida Housing Finance Corporation (FHFC) may deem necessary, there shall be made available to the City Administration and/or representatives of the FHFC to audit, examine and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. If during the course of its monitoring, the City determines that any payments made to MBCDC do not constitute an allowable expenditure, the City will have the right to deduct/reduce those amounts from their related invoices. MBCDC must maintain records necessary to document compliance with the provisions of this Agreement, for at least three (3) years after the close of the fiscal year in which the Funds reserved hereunder are fully expended.

**ARTICLE XVI**  
**COMPLIANCE WITH LOCAL STATE AND FEDERAL REGULATIONS**

MBCDC agrees to comply with all applicable Federal and State regulations as they may apply to program administration. Additionally, MBCDC will comply with all State and local laws and ordinances hereto applicable, specifically including but not limited to the SHIP and HOME Program Rule(s).

**ARTICLE XVII**  
**ADDITIONAL CONDITIONS**

- (a) It is expressly understood and agreed by the parties hereto that monies contemplated by this Agreement, to be used for compensation originated from grants under the SHIP Program and are contingent upon approval of activities by the State of Florida.
- (b) Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- (c) In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached document, the terms in this Agreement shall have precedence. In the event of conflict between the terms of this Agreement and any terms or conditions contained in the SHIP Program Rule, the terms of the SHIP Program Rule shall have precedence, unless HOME Program Funds are also being used in which case the provisions of Article IV shall apply.
- (d) No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

**ARTICLE XVIII**  
**ACCESS TO RECORDS**

MBCDC agrees to allow access during normal business hours to all financial, SHIP Program, and HOME Program (if applicable) records to authorized Federal, State or City representatives, including but not limited to the purposes set forth in Article XV herein, and agrees to provide such assistance as may be necessary to facilitate the conduct of a financial or operational audit by any of these representatives when deemed necessary to insure compliance with applicable accounting and financial standards. MBCDC shall allow access during normal business hours to all other records, forms, files, and documents which have been generated in performance of this Agreement, to those personnel as may be designated by the City, and or State and/or Federal representatives.

**ARTICLE XIX**  
**SEVERABILITY OF PROVISIONS**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected



thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

## **ARTICLE XX** **PROJECT PUBLICITY**

MBCDC agrees that any news release or other type of publicity pertaining to the project as stated herein must recognize the City as the recipient funded by the Florida Housing Finance Corporation, under the State Housing Initiatives Partnership (SHIP) Program and administered by the Community/Economic Development Department of the City of Miami Beach as the entity which provided funds for the Project.

## **ARTICLE XXI** **SUCCESSORS AND ASSIGNS**

MBCDC agrees that this Agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors, and assigns.

## **ARTICLE XXII** **INDEPENDENT CONTRACTOR**

MBCDC and its employees and agents shall be deemed to be independent contractors and not agents or employees of the City, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the City, or any rights generally afforded classified or unclassified employees; further they shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

## **ARTICLE XXIII** **ASSIGNMENT**

This Agreement may not be assigned or transferred by MBCDC without the prior written consent of the City. The City may terminate this Agreement for cause in the event that MBCDC does not strictly comply with the procedures established herein for obtaining City consent to assignment or transfer as defined by this Article. Transfer requiring the City's prior written consent shall include but not be limited to transfers of an interest of more than five (5%) percent ownership in MBCDC's stock by pledge, sale, or otherwise; if MBCDC makes an assignment for the benefit of its creditors, uses this Agreement as security or collateral for any loan; and/or if MBCDC is involved in any bulk transfer of its business or assets. A merger, dissolution, consolidation, conversion, liquidation or appointment of a receiver for MBCDC, shall also be deemed an assignment of this Agreement, and will require the prior written consent of the City thereto.

## **ARTICLE XXIV** **EVENTS OF DEFAULT**

The City may place MBCDC in default of this Agreement and may suspend or terminate this Agreement in whole or in part for cause, as prescribed in Article X herein. "Cause" shall include the following:

- (a) Failure to comply and/or perform in accordance with any of the terms and conditions of this Agreement, or any Federal, State or local regulation;
- (b) Submitting any required report to the City which is late, incorrect, or incomplete in any material respect after notice and reasonable opportunity to cure, as set forth in subparagraph (h) hereof, has been given by the City to MBCDC;

- (c) Implementation of this Agreement, for any reason, is rendered impossible or infeasible;
- (d) Failure to respond in writing within thirty (30) days of notice of same from City to any concerns raised by the City, including providing substantiating documentation when requested by the City;
- (e) Any evidence of fraud, waste or mismanagement as determined by the City's monitoring of project(s) under this Agreement, or any violation of applicable SHIP and/or HOME Program Rules and regulations, or of any applicable City, State, County, and/or Federal laws, ordinances, code provisions, ordinance and/or other regulations;
- (f) MBCDC'S insolvency or bankruptcy; and
- (g) An assignment or transfer of this Agreement or any interest therein which has not been approved by the City pursuant to Article XVIII herein;

If a default is not fully and satisfactorily cured within thirty (30) days of MBCDC's receipt of a notice of default by the City, at the expiration of said thirty (30) day period (or such additional period of time as may be permitted by the City, in its sole discretion, as required to cure such default in the event MBCDC is diligently pursuing curative efforts) this Agreement may, at the City's sole option and discretion, be deemed automatically canceled and terminated, and the City fully discharged from any and all liabilities, duties and terms arising out of, or accruing by virtue of this Agreement.

Notwithstanding this Article XXIV, this Agreement may be terminated by the City in whole or in part, without cause and for the City's convenience, upon the furnishing of thirty (30) days written notice to MBCDC. In the event of termination for convenience by City, MBCDC herein acknowledges and agrees that it shall not have any claim, demand, or cause of action of whatsoever kind or nature against the City, its agents, servants and employees.

#### **ARTICLE XXV ADDITIONAL REMEDIES**

In the event of termination of this Agreement, the City shall additionally be entitled to bring any and all legal and/or equitable actions which it deems to be in its best interest, in Miami-Dade County, Florida, in order to enforce the City's rights and remedies against MBCDC. The City shall be entitled to recover all costs of such actions, including reasonable attorney's fees. Further City and MBCDC hereby knowingly and intentionally waive the right to jury trial in any action or proceeding that City and MBCDC may herein institute against each other with respect to any matter arising out of or relating to this Agreement or the Funds.

#### **ARTICLE XXVI MAINTENANCE AND RETENTION OF RECORDS**

MBCDC agrees that it will maintain all records required pursuant to Chapter 67-37, F.A.C., in an orderly fashion in a readily accessible, permanent and secure location, and that it will prepare and submit all reports necessary to assist the City in meeting record keeping and reporting requirements thereunder.

- (a) Records shall be maintained for a period of three (3) years after the closeout of funds under this Agreement except as provided herein (b), (c) and (d).
- (b) If any litigation, claim, negotiation, audit or other action has been started before the regular expiration date, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular period specified in paragraph (a), whichever is later;

(c) Records regarding project requirements that apply for the duration of the period of affordability, as well as the written agreement and inspection and monitoring reports must be retained for three years AFTER the required period of affordability;

## **ARTICLE XXVII**

### **LIMITATION OF LIABILITY**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of the Funds reserved hereunder, less any amount of the Funds actually paid to MBCDC by the City at the time of the alleged breach. MBCDC hereby expresses its willingness to enter into this Agreement with MBCDC's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of the Funds, less any amount, in whole or in part, of the Funds actually paid to MBCDC by the City at the time of the alleged breach. Accordingly, and notwithstanding any other term or condition of this Agreement, MBCDC hereby agrees that the City shall not be liable to MBCDC for damages in an amount in excess of the Funds, less any amount, in whole or in part, of the Funds actually paid to MBCDC by the City at the time of the alleged breach, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Florida Statutes, Section 768.28.

## **ARTICLE XXVIII**

### **VENUE**

This Agreement shall be enforceable in Miami-Dade County Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms and conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

## **ARTICLE XXIX**

### **ADDITIONAL CONDITIONS AND COMPENSATION**

It is expressly understood and agreed by the parties hereto that monies contemplated by this Agreement to be used for the purposes described herein, originated from grants of State Housing Incentives Partnership (SHIP) Program funds, and must be implemented with all of the applicable rules and regulation of the Florida Housing Finance Corporation. It is expressly understood and agreed that in the event of curtailment or non-production of said SHIP Program funds, that the financial sources necessary to continue to pay MBCDC compensation hereunder will not be available and that this Agreement will thereby automatically terminate effective as of the time it is determined that said funds are no longer available. In the event of such determination, MBCDC agrees that it will not look to, nor seek to hold liable, the City or any individual member of the City Commission thereof, personally for the performance of this Agreement and all parties hereto shall be released from further liability each to the other under the terms of this Agreement.

## **ARTICLE XXX**

### **NOTICES**

All notices shall be sent to the parties at the following addresses, with copies to the Office of the City Attorney:

City:                      Miguell Del Campillo, Housing Manager  
                                Neighborhood Services Department  
                                City of Miami Beach  
                                1700 Convention Center Drive  
                                Miami Beach, FL 33139

MBCDC: Roberto Datorre, President  
Miami Beach Community Development Corporation  
945 Pennsylvania Ave.  
Miami Beach, FL 33139

The above parties may change such addresses at any time upon giving the other party written notification. All notices under this Agreement must be in writing and shall be deemed to be served when delivered to the address of the addressee. All notices served by mail shall be registered mail, return-receipt requested.

**IN WITNESS WHEREOF**, The parties hereto have caused this Agreement to be executed by their duly authorized official(s), on the day and year first above written.

**MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION**

**ATTEST:**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Roberto Datorre, President

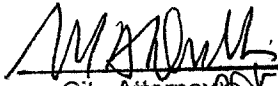
**CITY OF MIAMI BEACH**

**ATTEST:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
David Dermer, Mayor

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

3-1-04  
Date

## **EXHIBIT A**

### **Scope of Services**

#### **Services to be Provided:**

MBCDC will provide: Rehabilitation services, down payment assistance and/or closing cost assistance to home buyers as part of its Scattered-Site Home Ownership Program for a minimum of 14 dwelling units, in accordance with the attached Sources and Uses of Funds schedule. In addition, MBCDC will provide home ownership counseling to a minimum of 60 families.

#### **Expenditure Deadline:**

MBCDC acknowledges and agrees that all funds provided under this agreement shall be expended, documented and invoiced to the City for FY 2002/2003 funds prior to June 30, 2005 (see attached Schedule of Expenditure).

#### **Recapture of Funds:**

Dwelling units that utilize SHIP funds which are sold to eligible home buyers shall be subject to subsidy recapture provisions which are consistent with those already adopted by the City Local Housing Assistance Plan, adopted March 14, 2001. It is the City's intent to allow the homeowner to realize the equity from their home.

The period of time SHIP assisted units must remain affordable is in accordance with Chapter 67-37 F.A.C. as applicable, or the term of a HUD insured mortgage, whichever period occurs later. When SHIP funds provided hereunder are combined with HOME funds, the provisions of the HOME Program with regard to the period of affordability will apply.

#### **Payment:**

Payments by the City to MBCDC shall include those eligible costs as follows:

Construction Costs, which may include:

Actual cost of rehabilitating housing, including: labor and materials necessary to meet the requirements of the South Florida Building Code, the City of Miami Beach Building Codes, and U.S. HUD Section 8 Housing Quality Standards.

Current or incipient code violations - improvements to correct violations or conditions which may develop into hazardous conditions or code violations.

Good and readily maintainable condition - improvements necessary to put the property and facilities in a condition which requires a minimal amount of maintenance, and when appropriate, improvements to conserve energy.

General property improvements - improvements which are in addition to those required by applicable codes and ordinances, but which are incidental to the repairs being done to remedy code violations. These improvements may be considered appropriate, provided they are economically practical and in the public interest.

Rehabilitation soft costs, which may include:

Architectural - reasonable fees paid for professional services in preparing work write-ups, cost estimates, working drawings and specifications; for supervision, for cost certification; and for other designated tasks.

Permit fees - those fees paid to the City's Building Services Division for permits necessary to undertake the work outlined in the application.

Construction supervision costs, in an amount equal to 10% of the value of the rehabilitation and .5% of the appraised value of the unit.

Down Payment Assistance

Closing Costs Assistance

Home Ownership Counseling, not to exceed two (2) percent of the SHIP Program funds allocation:

FY 2002/2003

\$ 11,303

**Required Documentation:**

For each home buyer assisted with the funds provided hereunder, the following documentation is required to be kept:

A copy of the letter of commitment/award to the SHIP recipient.

Completed application form, signed and dated, containing income and asset information, and household characteristics, including age of head of household, family size, race, and special needs, if any. The information must be kept in a form acceptable to the City. The combined household annual anticipated gross income of an applicant must be verified and certified using procedures such as those established by U.S. HUD or the Farmers Home Administration. Whichever method is used, annual gross anticipated income must be used and the SHIP income limits cannot be exceeded.

Income verification forms for each adult in the household, dated within 120 days of the award date, award letter to recipients should include the requirement to notify the City's SHIP Coordinator immediately of any change in income, assets, or household size occurring between the award letter and closing.

A signed affidavit of no income change must be completed, if the closing is more than 120 days after the completion of the original income verification.

A copy of an appraisal, certified to the lender, dated within 90 days of the closing date, showing a value at least equal to the selling price.

A copy of the purchase contract.

Letter of commitment or written agreement.

Loan closing statement.

Lien documentation including the required recapture provisions, executed by the purchaser, and recorded in the public records.

A copy of the initial inspection report and work write-up, describing the specific activities to be included in the rehabilitation, and the estimated cost.

Copies of bids or proposals from contractors. [At least three, if possible for all work in excess of \$500 in value.]

A copy of the executed construction contract for the rehabilitation work. [copies of the contractor's license, and proof of insurance should be included.]

Copies of initial, interim and final inspection reports.

Copies of all construction payment requests.

Copies of all partial and final releases of lien or lien waivers

Proof of final payment.

Copy of the certificate of completion or certificate of occupancy, as appropriate.

Summary reports of all meetings with the home buyer, contractor[s] and MBCDC staff.

All relevant correspondence.

## **EXHIBIT B OTHER REQUIREMENTS**

As the City of Miami Beach is providing this funding through state funds, combined with federal funds, all parties agree to comply with the following statutes, regulations and executive orders, as amended, as they apply. These requirements are incorporated herein by reference.

1. Freedom of Information and Privacy Acts
  - Freedom of Information Act (5 U.S.C. 552), and the Privacy Act of 1974 (5 U.S.C. 552a)
2. Equal Opportunity
  - Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and 24 CFR Part 1
  - Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601)
  - Executive Order 11063, as amended by Executive Order 12259
  - Executive Orders 11246, 11265, 12138 and 12432
  - Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 170)
  - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
  - The Age Discrimination Act of 1975 (42 U.S.C. 6101)
  - The Fair Housing Amendments Act of 1988
3. Environmental Review
  - The National Environmental Policy Act (42 U.S.C. 4321, et seq)
  - The Council on Environmental Quality Regulations (40 CFR Parts 1500-1508)
  - Environmental Review Procedures (24 CFR Part 58)
  - National Historic Preservation Act of 1966
  - National Flood Insurance Act of 1968 as amended by the Flood Disaster Protection Act of 1973
4. Lead Based Paint
  - Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4801, et seq)
  - HUD Lead Based Paint Regulations (24 CFR Part 35)
5. Asbestos
  - Asbestos Regulations (40 CFR 61, Subpart M)
  - U.S. Department of Labor Occupational Health and Safety (OSHA) Asbestos Regulations (29 CFR 191.1101)
6. Handicapped Accessibility
  - Architectural Barriers Act of 1968 (42 U.S.C. 4151 and 24 CFR Part 41)
7. Labor Standards
  - The Davis-Bacon Act (40 U.S.C. 276a) as amended
  - The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)
  - Federal Labor Standards Provisions (29 CFR Part 5.5)

ADDITIONALLY, ALL PARTIES AGREE TO COMPLY WITH ALL EXISTING FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES HERETO APPLICABLE, AS AMENDED.

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida authorizing the Administration to accept and appropriate funds in the amount of \$5,000.00, from the Miami-Dade County Homeless Trust to provide emergency hotel placements and food for homeless families when emergency shelter beds are unavailable.

**Issue:**

Should the City Commission accept funds from the Miami-Dade County Homeless Trust to provide hotel accommodations and emergency food for the homeless families when traditional shelter beds are unavailable.

**Item Summary/Recommendation:**

The City currently contracts with The Salvation Army and the Miami Rescue Mission for a total of 41 shelter beds. These beds are generally used to house single men and women. Family beds are only available when multiple female beds are available and can be reconfigured to accommodate a family.

The City averages between one to two homeless families per month. When multiple beds are available and can be reconfigured, families are placed at The Salvation Army. When family beds are unavailable and funds permit, the Office of Homeless Coordination contracts with a local hotel to temporarily house families until shelter beds can be secured.


The Miami-Dade County Homeless Trust is allocating \$5,000 to the City's Office of Homeless Coordination for the provision of hotel rooms and emergency food exclusively for homeless families when traditional shelter beds are unavailable. The additional funding and accommodations will enhance our current homeless program and serve as the first step in getting Miami Beach families out of the streets and into a safe environment while they await temporary, transitional and/or permanent housing.

The Administration recommends approval of the resolution.

**Advisory Board Recommendation:**

N/A

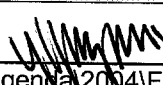

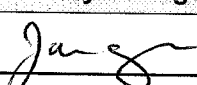
**Financial Information:**

Source of Funds:   Finance Dept.		Amount	Account	Approved
	1			
	2			
	3			
	4			
	Total			

**City Clerk's Office Legislative Tracking:**

Vivian P. Guzman

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
		

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AGENDA ITEM C7D

DATE 3-17-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.ci.miami-beach.fl.us



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** March 17, 2004

**From:** Jorge M. Gonzalez  
City Manager

A handwritten signature in black ink, appearing to read 'Jorge', written over the printed name of the City Manager.

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY OF MIAMI BEACH NEIGHBORHOOD SERVICES DEPARTMENT TO ACCEPT \$5,000.00 FROM THE MIAMI-DADE COUNTY HOMELESS TRUST FOR THE PROVISION OF HOTEL ACCOMODATIONS FOR HOMELESS FAMILIES WHEN TRADITIONAL SHELTER BEDS ARE UNAVAILABLE.**

### ADMINISTRATIVE RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

The City currently contracts with The Salvation Army and the Miami Rescue Mission for a total of 41 shelter beds. These beds are generally used to house single men and women which represents the majority of homeless individuals in the City. Family beds are only available when multiple female beds are available and can be reconfigured to accommodate a family.

The City averages between one to two homeless families per month. When multiple beds are available and can be reconfigured, families are placed at The Salvation Army. When family beds are unavailable and funds permit, the Office of Homeless Coordination contracts with a local hotel to temporarily house families until shelter beds can be secured.

The Miami-Dade County Homeless Trust has recognized that the shortage of shelter beds for homeless families results in families with children being forced to live in the streets. As a result, the Trust has released special funds to homeless outreach providers, including the City's Neighborhood Services Department, Office of Homeless Coordination, for the exclusive use of providing hotel accommodations and emergency food for homeless families when traditional shelter beds are unavailable. These funds will be accessed via reimbursement on a monthly basis until funds are expended. Additional funds are extremely helpful since family beds are usually not available. The additional funding and accommodations will enhance our current homeless program and serve as the first step in getting Miami Beach families out of the streets and into a safe environment while they await temporary, transitional and/or permanent housing.

## **CONCLUSION**

The Mayor and City Commission should adopt the Resolution, authorizing the Administration to accept and appropriate funds from the Miami-Dade County Homeless Trust, in the amount of \$5,000.00, for the provision of hotel accommodations for homeless families when traditional shelter beds are unavailable.

JMG/RCM/VP/MLR

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ADMINISTRATION TO ACCEPT AND APPROPRIATE FUNDS, IN THE AMOUNT OF \$5,000.00, FROM THE MIAMI-DADE COUNTY HOMELESS TRUST FOR THE PROVISION OF EMERGENCY HOTEL PLACEMENTS AND FOOD FOR HOMELESS FAMILIES WHEN TRADITIONAL SHELTER BEDS ARE UNAVAILABLE.**

**WHEREAS**, the Miami-Dade County Homeless Trust has recognized a Countywide shortage in emergency shelter beds for families; and

**WHEREAS**, the City's Office of Homeless Coordination serves as an Outreach Team on behalf of the Miami-Dade County Homeless Trust; and

**WHEREAS**, the City currently contracts for a total of 41 shelter beds from The Salvation Army and the Miami Rescue Mission, primarily for individual homeless persons; and

**WHEREAS**, providing emergency shelter and support services to homeless families requires a different set of resources that are sensitive to the unique circumstances of families with children; and

**WHEREAS**, the need to temporarily place families in hotels arise when shelter beds are unavailable; and

**WHEREAS**, the City will utilize these funds exclusively for the provision of hotel placements and emergency foods for homeless families when traditional shelter beds are unavailable

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, as follows:**

1. The Mayor and City Commission hereby authorizes the Administration to accept and appropriate funds in the amount of \$5,000.00, from the Miami-Dade County Homeless Trust, for provision of hotel placements and emergency food for homeless families; and
2. This resolution shall be effective upon adoption.

**PASSED and ADOPTED** this \_\_\_\_ day of March, 2004.

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR**

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

*[Signature]* 3-3-04  
\_\_\_\_\_  
City Attorney Date

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution Approving the Sole Source Purchase of 304T Topdressing Sand as Used in the Initial Construction of the Greens and Tees at the Miami Beach Golf Club from Golf Agronomics, in the Estimated Annual Amount of \$43,000.

**Issue:**

Shall the Commission Adopt the Resolution?

**Item Summary/Recommendation:**

Sole distributor determination was obtained from Terry Buchen, CGCS, MG, Certified Golf Course Superintendent and Master Green's keeper for Golf Agronomy International, consultant to Arthur Hills/Steve Forrest and Associates, also, the golf course architect firm hired to redesign the old Bayshore Golf Course, now known as Miami Beach Golf Club (M.B.G.C.). Additionally, there is correspondence from an industry expert (Hummel & Co., Inc.) supporting consultant's opinion.

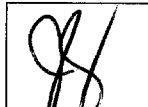
The topdressing used for the grow-in for the greens and tees at M.B.G.C. must be the same exact specifications that was used during the initial construction of the greens and tees. This will ensure that the agronomic characteristics from the original construction specifications from the golf course architects will not be altered and the tested and approved physical soil characteristics (Golf Agronomics 90% # 304T Sand for the greens and Golf Agronomics # 304T Straight Sand for the tees) will stay the same for agronomic continuity.

**ADOPT THE RESOLUTION.**

**Advisory Board Recommendation:**

N/A


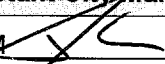
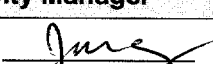
**Financial Information:**

Source of Funds:		Amount	Account	Approved
 Finance Dept.	1	\$ 43,000	011.0970.000343	
	2			
	3			
	4			
	<b>Total</b>	\$ 43,000		

**City Clerk's Office Legislative Tracking:**

Gus Lopez, Ext. 6641

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
KS 	RCM 	JMG 

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AGENDA ITEM C7E  
DATE 3-17-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** March 17, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE SOLE SOURCE PURCHASE OF 304T TOPDRESSING SAND AS USED IN THE INITIAL CONSTRUCTION OF THE GREENS AND TEES AT THE MIAMI BEACH GOLF CLUB FROM GOLF AGRONOMICS IN THE ESTIMATED ANNUAL AMOUNT OF \$43,000.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### BID AMOUNT AND FUNDING

\$43,000 Funding is available from the Parks and Recreation Golf Club Division Account Number 011.0970.000343

### ANALYSIS

Sole distributor determination was obtained from Terry Buchen, CGCS, MG, Certified Golf Course Superintendent and Master Green's keeper for Golf Agronomy International, consultant to Arthur Hills/Steve Forrest and Associates, also, the golf course architect firm hired to redesign the old Bayshore Golf Course, now known as Miami Beach Golf Club (M.B.G.C.). Additionally, see attached letter from and industry expert (Hummel & Co., Inc.) supporting consultant's opinion.

The following comments are extracted from the correspondence from Terry Buchen of Golf Agronomy International (copy attached): "The topdressing used for the grow-in for the greens and tees must be the same exact specification that was used during the initial construction of the greens and tees, respectively. This will insure that the agronomic characteristics from the original construction specifications from the golf course architects will not be altered and the tested and approved physical soil characteristics (Golf Agronomics 90% # 304T Sand for the greens and Golf Agronomics # 304T Straight Sand for the tees) will stay the same for agronomic continuity. Using a cheaper and/or different sand for topdressing of the greens and tees could, and most likely would, cause serious agronomic problems, such as false water tables; rounded sand particles; totally different infiltration rates, moisture retention, etc., and is not recommended whatsoever."



**CONCLUSION**

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida, adopt the attached resolution, herein approving the sole source purchase of 304T topdressing sand as used in the initial construction of the greens and tees at the Miami Beach Golf Club from Golf Agronomics in the estimated annual amount of \$43,000.

TERRY BUCHEN, CGCS, MG  
GOLF AGRONOMY INTERNATIONAL  
4772 WILLIAMSBURG GLADE  
WILLIAMSBURG, VIRGINIA 23185-2113 USA  
757.253.0900 OFFICE; 757.220.3001 FAX  
757.561.7777 MOBILE  
www.golfagronomy.com  
tbuchen@erols.com

GOLF AGRONOMY  
INTERNATIONAL

# MEMO

To: Mr. Kevin Smith, Director

Business: CITY OF MIAMI BEACH/BAYSHORE GOLF COURSE

E-Mailed Today

Pages: 1

Date: Tuesday, June 11, 2002

Re: Topdressing, Fertilizer & Chemicals

CC: Messrs. Arthur Hills, Steve Forrest, Ken Williams & Jim Torba

☐ Urgent

☒ For Review

☐ Please Comment

☐ Please Reply

☐ Please Recycle

● Comments:

Dear Kevin,

- The topdressing used for the grow-in for the greens and tees must be the same exact specifications that was used during the initial construction of the greens and tees, respectively. This will insure that the agronomic characteristics from the original construction specifications from the golf course architects will not be altered and the tested and approved physical soil characteristics (Golf Agronomics 90% # 304T Sand & 10% Canadian Sphagnum Peat Moss for the greens and Golf Agronomics # 304T Straight Sand for the tees) will stay the same for agronomic continuity. Using a cheaper and/or different sand for topdressing of the greens and tees could, and most likely would, cause serious agronomic problems, e.g. false water tables; rounded sand particles; totally different infiltration rates, moisture retention, etc., and is not recommended what so ever.
- The fertilizer and pesticide used during the grow-in and routine maintenance will entail a very extensive and long listing as there are literally hundreds of possible fertilizer and pesticide compounds. Consideration should be made with the purchasing department that a "blanket purchase order" is allowed where Jim Torba can acquire fertilizers and pesticides as he sees fit. Whenever possible, competitive bidding can take place where respective suppliers sell the exact same products, keeping in mind that some of the fertilizers and pesticides used are only sold at "fair trade pricing" where the costs are identical no matter who they are acquired from.

Thank you and if there are any questions, comments or if we may be of further service please let us know at your earliest convenience.

Respectively submitted,

---

Terry Buchen, CGCS, MG  
President & Consulting Agronomist

RTB/dlb

# HUMMEL & CO., INC.

Hummel & Co., Inc. • 35 King Street • P.O. Box 636 • Trumansburg, New York 14880  
Phone: (607) 387-6624 • Fax: (607) 387-2189 • Email: [sculdr1@qpx.net](mailto:sculdr1@qpx.net) • Web Site: [www.turfdoctor.com](http://www.turfdoctor.com)

June 10, 2002

Jim Torba  
801 Northeast 100 Street  
Miami Shores, FL 33138

Re: Bay Shore Golf Course *NOW: MIAMI BEACH GOLF CLUB*

Dear Jim:

Per our conversation this morning, I am writing to address the issue of topdressing for new USGA greens.

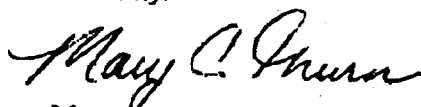
Much research has been conducted in sand sizing relative to turfgrass performance. This research has consistently shown that the optimum particle size range for turfgrass performance is sand sized between 0.25 and 1.0 mm in diameter; i.e., medium and coarse sized sand. This desirable particle size range is reflected in the USGA recommendations for greens construction sands. Therefore, it makes logical sense that the sand used for topdressing has a particle size distribution in this range as well.

Ideally, new USGA greens should be topdressed with the same material used for construction. Maintaining textural continuity in a greens profile is critical for proper movement of air and water through the profile. Using coarser or finer topdressing increases the risk for layering problems to occur. This is a particular concern if the topdressing is finer textured than the construction material. Water retention may increase to the point where there is a perched water table in the surface of a green.

The Golf Agronomics 90-10 mix used for the construction of the greens at Bay Shore has a particle size distribution that is desirable for topdressing. It is clean on the coarse end, so it should work cleanly into the surfaces of greens. The results of our testing (Lab ID No. 11749-1) indicate that the physical properties are acceptable as well.

I hope this information is helpful.

Sincerely,



Mary C. Thurn  
Consultant

*Turfgrass Soil Consulting and Diagnostic Services*



# PROFESSIONAL COURSE MANAGEMENT

## Memorandum

To: Kevin Smith  
From: Alberto Pozzi  
Date: 3/10/2004  
Re: Topdressing Sand

It is always recommended that the sand used to top-dress greens and tees meet the same exact specs as the sand used for construction. Using a different type of sand will alter the soil profile and will affect the percolation rates of tees and greens, causing serious complications. As you know, the greens were built to U.S.G.A. specs using Golf Agronomics 90% #304t sand and 10% Canadian Moss, for the tees straight #304t sand was used. We recommend that we continue using the same source to maintain the integrity of tees and greens.

**CONFIDENTIAL**

10500 Taft Street • Pembroke Pines, Florida 33026  
(954) 433-8800 • Fax (954) 433-7387



Owned and Operated by PGA Professionals

## **RESOLUTION TO BE SUBMITTED**

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution approving a second amendment to the interim management agreement with Professional Course Management II, Ltd., to provide professional services for the Normandy Shores Golf Course by extending the term of the agreement through April 30, 2005, at which time it is anticipated the Normandy Shores Golf Course will undergo reconstruction.

**Issue:**

Shall a resolution amending the interim management agreement with Professional Course Management II Ltd., to ensure continuity of professional services for the Normandy Shores Golf Course is maintained until April 30, 2005 be approved?

**Item Summary/Recommendation:**

On November 25, 2003, the Mayor and City Commission approved the first amendment to the Interim Management Agreement with Professional Course Management II, Ltd., (PCM) extending the term of the Agreement for provision of the professional services for the management and operation of the City's Normandy Shores Golf Course from September 30, 2003 to April 30, 2004. The amendment was initiated based on the Administration's plan that the golf course would be closed for construction renovations in the late spring of 2004. At this time there are pending issues related to the financing of the reconstruction of the project that need to be resolved. As the term of this amended agreement concluded on April 30, 2004, and the final scope of improvements and financing for the Normandy Shores Golf Course and clubhouse are still under discussion, Professional Course Management has offered to extend the term through April 30, 2005, under the existing agreement terms and conditions.

The Administration recommends approving the Resolution.

**Advisory Board Recommendation:**

Recommended for approval by the Miami Beach Golf Advisory Board at its regularly scheduled meeting of March 2, 2004.

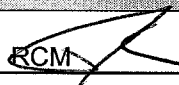
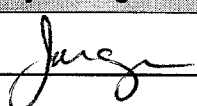
**Financial Information:**

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 40px; display: flex; align-items: center; justify-content: center;">Finance Dept.</div>	1			
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**City Clerk's Office Legislative Tracking:**

Kevin Smith

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
KS	RCM 	JMG 

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AGENDA ITEM C7F

DATE 3-17-04



# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** March 17, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SECOND AMENDMENT TO THE INTERIM MANAGEMENT AGREEMENT WITH PROFESSIONAL COURSE MANAGEMENT II, LTD. TO PROVIDE PROFESSIONAL SERVICES FOR THE MANAGEMENT OF THE CITY'S NORMANDY SHORES GOLF COURSE; SAID AMENDMENT PROVIDING FOR AN EXTENSION OF THE TERM OF THE AGREEMENT FROM APRIL 30, 2004, AS PREVIOUSLY AMENDED TO APRIL 30, 2005, AT WHICH TIME THE CITY ANTICIPATES CLOSING THE NORMANDY SHORES GOLF COURSE FOR RECONSTRUCTION.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

On September 5, 2001, the Mayor and City Commission approved an interim management agreement with Professional Course Management II to provide the professional services for the management of the City's Normandy Shores and Par 3 golf courses to commence on October 1, 2001 and conclude on September 30, 2003, or immediately upon the closure of the Normandy Shores Golf Course for planned reconstruction.

On November 25, 2003, the Mayor and City Commission approved the first amendment to the Interim Management Agreement with Professional Course Management II, Ltd., (PCM) extending the term of the Agreement for provision of the professional services for the management and operation of the City's Normandy Shores Golf Course from September 30, 2003 to April 30, 2004. The amendment was initiated based on the Administration's plan that the Normandy Shores Golf Course would be closed for reconstruction in the late spring of 2004.

At this time there are pending issues related to the financing, scope of work and scheduling of the reconstruction of the Normandy Shores Golf Course and clubhouse. The current schedule prepared for the project anticipates construction to begin on both the golf course and clubhouse on May 1, 2005.

As the term of this amended agreement concludes on April 30, 2004, and there are issues related to the final scope of improvements for the Normandy Shores Golf Course and clubhouse Professional Course Management has offered to extend the term through April 30, 2005, under the existing agreement terms and conditions.

PCM is maintaining the Normandy Shores Golf Course to the satisfaction of the citizens and the Administration and is willing to extend this agreement, thus insuring continuity of professional management of the golf course. Accordingly, the Administration recommends that the Mayor and City Commission approve the attached resolution.

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## **RESOLUTION TO BE SUBMITTED**

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, setting a public hearing to consider an amendment to the Code of the City of Miami Beach, by amending the Land Development Regulations of the City Code, Chapter 142, "Zoning Districts And Regulations;" Division 13, "MXE, Mixed Use Entertainment District," Section 142-542, "Conditional Uses," to include public and private cultural institutions open to the public, and banquet facilities as Conditional Uses in this zoning district.

**Issue:**

The list of permitted or conditional uses in the MXE district currently does not include public and private cultural institutions open to the public, and banquet facilities. The proposed amendment would add these uses as a Conditional Use.

**Item Summary/Recommendation:**

The proposed ordinance will include public and private cultural institutions open to the public and banquet facilities. The proposal also includes a definition for banquet facilities.

The Administration recommends that the City Commission set a first reading public hearing for a time certain on April 14, 2004.

**Advisory Board Recommendation:**

At the February 24, 2004 meeting of the Planning Board, a motion was made and seconded recommending that the City Commission approve the proposed ordinance as amended by the Board. The vote was 5-0 (two members absent). The Planning Board also requested that a definition for banquet facilities be part of the proposed ordinance.

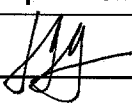
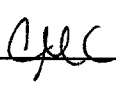

**Financial Information:**

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 40px; margin: 0 auto;"></div> Finance Dept.	1			
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	<b>Total</b>			

**City Clerk's Office Legislative Tracking:**

Mercy Lamazares / Jorge G. Gomez

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
		

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AGENDA ITEM C76

DATE 3-17-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** March 17, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** Conditional Uses in the MXE – Setting of public hearing

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING TO CONSIDER AN AMENDMENT TO THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE, CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS;" DIVISION 13, "MXE, MIXED USE ENTERTAINMENT DISTRICT," SECTION 142-542, "CONDITIONAL USES," TO INCLUDE PUBLIC AND PRIVATE CULTURAL INSTITUTIONS OPEN TO THE PUBLIC, AND BANQUET FACILITIES AS CONDITIONAL USES IN THIS ZONING DISTRICT.**

### **ADMINISTRATION RECOMMENDATION**

The Administration recommends that the Commission set a first reading public hearing for a time certain on April 14, 2004.

### **BACKGROUND AND ANALYSIS**

The MXE mixed use entertainment district is located along Ocean Drive and Collins Avenue, from 5<sup>th</sup> Street to 16<sup>th</sup> Street, and also along Ocean Terrace in North Beach. This zoning district is designed to encourage the substantial restoration of existing structures and allow for new construction. The main permitted uses in the MXE district are hotels, multi-family residential, and limited commercial uses. No other uses are currently permitted.

The City Administration had been approached by the owners of the Gianni Versace mansion at Ocean Drive and 11<sup>th</sup> Street, who were exploring the possibility of converting the mansion into a house museum. However, this type of use is not specified by the Code as permitted within the MXE district. An ordinance to amend the permitted uses, to permit public and private cultural institutions as a conditional use within the MXE district, was proposed.

At the September 10, 2003 meeting, the City Commission referred the proposed ordinance, which would permit public and private institutions, to the Planning Board. The Planning Board reviewed the matter at a public hearing on September 30, 2003

and made a minor modification to the public and private institutions so that they are "open to the public." The Board voted 5-0 (2 members absent) to recommend to the City Commission approval of this request.

Subsequently, the owners of the Versace mansion have further investigated the possibility of opening the house to the public as a museum. Unfortunately, they have concluded that the unique construction of the home, which features steps, walkways and corridors at many different levels, is not in compliance with the Americans with Disabilities Act, and the type of modifications necessary to bring the structure in compliance would compromise the historical integrity of the home. Therefore, rather than proposing a public institution for the property, the owners have now decided that the proper use of the facility would be as a banquet hall. Evidently, there is less of a requirement to retrofit a portion of the building for this use in order to comply with ADA than there would be as a house museum. Therefore, the proposed ordinance has been revised to include both banquet halls, and public and private institutions, as permitted within the MXE zoning district. It is this revised ordinance that is being brought back to the Planning Board for review.

### **PLANNING BOARD ACTION**

At the February 24, 2004 meeting of the Planning Board, a motion was made and seconded recommending that the City Commission approve the proposed ordinance with a minor modification – to include a definition for "banquet facilities." The ordinance has been amended to reflect the requested change.

### **CONCLUSION**

Pursuant to Section 118-164(2), in all cases in which the proposed amendment changes the actual list of permitted, conditional or prohibited uses within a zoning category, two advertised public hearings on the proposed ordinance are required, with at least one hearing held after 5:00 p.m. on a weekday.

The first public hearing shall be held at least seven days after the day that the first advertisement is published. The second public hearing shall be held at least ten days after the first hearing and shall be advertised at least five days prior to the public hearing.

Immediately following the public hearing at the second reading, the City Commission may adopt the ordinance by an affirmative vote of five-sevenths of all members of the City Commission.

JMG/CMC/JGG/ML

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING TO CONSIDER AN AMENDMENT TO THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE, CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS;" DIVISION 13, "MXE, MIXED USE ENTERTAINMENT DISTRICT," SECTION 142-542, "CONDITIONAL USES," TO INCLUDE PUBLIC AND PRIVATE CULTURAL INSTITUTIONS OPEN TO THE PUBLIC, AND BANQUET FACILITIES AS CONDITIONAL USES IN THIS ZONING DISTRICT.**

**WHEREAS**, the purpose of the Mixed Use Entertainment (MXE) as stated in the Comprehensive Plan of the City of Miami Beach provides opportunities to enhance the desirability and quality of existing and/or new mixed use areas which accommodate residential, hotel and commercial development; and

**WHEREAS**, the City of Miami Beach wishes to amend certain development regulations in order to include a new Conditional Use in the MXE district that would permit a public or private cultural institution such as a museum, or banquet facilities; and

**WHEREAS**, the amendment set forth below is necessary to accomplish the above objective.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA THAT** a first reading public hearing is hereby set to be held before the City Commission on April 14, 2004.



**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR**

APPROVED AS TO FORM  
& LANGUAGE & FOR EXECUTION

  
\_\_\_\_\_  
City Attorney 

3-7-04  
Date



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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, setting a public hearing to consider an amendment to the code of the City of Miami Beach, by amending Chapter 142, "Zoning Districts and Regulations," Article II, "District Regulations", Division 5, CD-2 Commercial, Medium Intensity District, Section 142-302, "Main Permitted Uses"; Division 11, I-1 Light Industrial District, Section 142-485, "Prohibited Uses"; and Division 18, "PS Performance Standard District," Section 142-693 "Permitted Uses", by eliminating Dance Halls and Entertainment Establishments also operating as Alcoholic Beverage Establishments and Restaurants with full kitchens and serving full meals as Permitted Uses in certain areas of the CD-2 Commercial, Medium Intensity District, the I-1 Light Industrial District, and The PS Performance Standard District.

**Issue:**

Currently the Land Development Regulations of the Miami Beach City Code prohibit "stand-alone" nightclubs in a few selected areas of the City where other commercial establishments would normally be permitted. This regulation had been in place for several years, in the case of the Redevelopment Area south of Fifth Street and the I-1 Light Industrial district in the Sunset Harbour and the CD-2 overlay area that surrounds this district. The Land Development Regulations also contain an exception to this prohibition for establishments that are licensed as restaurants with a full kitchen serving full meals.

**Item Summary/Recommendation:**

The proposed ordinance will eliminate the exception in those districts that do not permit dance halls. Existing establishments that currently have restaurant licenses with the dance/entertainment component will become legal nonconforming uses and may continue to operate in such fashion.

The Administration recommends that the City Commission set a first reading public hearing for a time certain on April 14, 2004.

**Advisory Board Recommendation:**

At the February 24, 2004 meeting of the Planning Board, a motion was made and seconded recommending that the City Commission approve the proposed ordinance. The vote was 5-0 (two members absent)

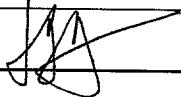
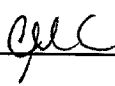

**Financial Information:**

Source of Funds:  <div style="border: 1px solid black; width: 80px; height: 40px; margin: 5px 0;"></div> Finance Dept.		Amount	Account	Approved
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	Total			

**City Clerk's Office Legislative Tracking:**

Mercy Lamazares / Jorge G. Gomez

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
		

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AGENDA ITEM C7H  
DATE 3-17-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** March 17, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** Setting of public hearing - Eliminating dance halls & entertainment establishments in certain districts

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING TO CONSIDER AN AMENDMENT TO THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS", DIVISION 5, CD-2 COMMERCIAL, MEDIUM INTENSITY DISTRICT, SECTION 142-302, "MAIN PERMITTED USES"; DIVISION 11, I-1 LIGHT INDUSTRIAL DISTRICT, SECTION 142-485, "PROHIBITED USES"; AND DIVISION 18, "PS PERFORMANCE STANDARD DISTRICT," SECTION 142-693 "PERMITTED USES", BY ELIMINATING DANCE HALLS AND ENTERTAINMENT ESTABLISHMENTS ALSO OPERATING AS ALCOHOLIC BEVERAGE ESTABLISHMENTS AND RESTAURANTS WITH FULL KITCHENS AND SERVING FULL MEALS AS PERMITTED USES IN CERTAIN AREAS OF THE CD-2 COMMERCIAL, MEDIUM INTENSITY DISTRICT, THE I-1 LIGHT INDUSTRIAL DISTRICT, AND THE PS PERFORMANCE STANDARD DISTRICT.**

### **ADMINISTRATION RECOMMENDATION**

The Administration recommends that the Commission set a first reading public hearing for a time certain on April 14, 2004.

### **BACKGROUND AND ANALYSIS**

Currently the Land Development Regulations of the Miami Beach City Code prohibit "stand-alone" nightclubs in a few selected areas of the City where other commercial establishments would normally be permitted. This regulation had been in place for several years, in the case of the Redevelopment Area south of Fifth Street. This regulation was also recently applied by the City Commission to the both the CD-2 area and the I-1 Light Industrial district in the Sunset Harbour area. These regulations were to protect the adjacent residential neighborhoods from the negative impacts that could normally be associated with nightclub uses, such as unwanted noise, excessive traffic, difficulty finding parking, and issues associated with security.

However, the Land Development Regulations also contain an exception to this prohibition for establishments which are licensed as restaurants, which also contain nightclub (dance hall and/or entertainment) uses. These establishments are permitted in those districts mentioned above, in which stand-alone nightclubs are permitted, as long as they also have a restaurant license and have a full kitchen serving full meals.

In the recent past, citizens who live in the areas in which stand-alone nightclubs are prohibited have complained that establishments which have restaurant licenses but also change into nightclub type operations later in the evening have just as much of a negative impact on the lives of nearby residents as do the stand-alone type of clubs. Responding to such concerns, the Planning Board, at its meeting of October 28, 2003, requested that a proposed amendment to the Land Development Regulations, addressing nightclubs which operate within restaurants in areas where stand-alone nightclubs would not otherwise be permitted, be initiated.

Note also that existing establishments that currently have both restaurant and entertainment/dancing licenses would be allowed to continue in operation, or be "grandfathered-in" according to the nonconforming provisions of the City Code. The proposed ordinance change would only limit new applications for dance hall and/or entertainment licenses from being approved in the specified areas.

### **PLANNING BOARD ACTION**

At the February 24, 2004 meeting of the Planning Board, a motion was made and seconded recommending that the City Commission approve the proposed ordinance.

### **CONCLUSION**

Pursuant to Section 118-164(2), in all cases in which the proposed amendment changes the actual list of permitted, conditional or prohibited uses within a zoning category, two advertised public hearings on the proposed ordinance are required, with at least one hearing held after 5:00 p.m. on a weekday.

The first public hearing shall be held at least seven days after the day that the first advertisement is published. The second public hearing shall be held at least ten days after the first hearing and shall be advertised at least five days prior to the public hearing.

Immediately following the public hearing at the second reading, the City Commission may adopt the ordinance by an affirmative vote of five-sevenths of all members of the City Commission.

JMG/<sup>CMC</sup>CMC/JGG/ML

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING TO CONSIDER AN AMENDMENT TO THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS", DIVISION 5, CD-2 COMMERCIAL, MEDIUM INTENSITY DISTRICT, SECTION 142-302, "MAIN PERMITTED USES"; DIVISION 11, I-1 LIGHT INDUSTRIAL DISTRICT, SECTION 142-485, "PROHIBITED USES"; AND DIVISION 18, "PS PERFORMANCE STANDARD DISTRICT," SECTION 142-693 "PERMITTED USES", BY ELIMINATING DANCE HALLS AND ENTERTAINMENT ESTABLISHMENTS (ALSO OPERATING AS ALCOHOLIC BEVERAGE ESTABLISHMENTS AND RESTAURANTS WITH FULL KITCHENS AND SERVING FULL MEALS) AS PERMITTED USES IN CERTAIN AREAS OF THE CD-2 COMMERCIAL, MEDIUM INTENSITY DISTRICT, THE I-1 LIGHT INDUSTRIAL DISTRICT, AND THE PS PERFORMANCE STANDARD DISTRICT.

WHEREAS, the City of Miami Beach Land Development Regulations contain regulations limiting dance halls and entertainment establishments from certain specified areas; and

WHEREAS, that prohibition on dance halls and entertainment establishments in those specified areas is based upon the impacts that said establishments have upon the surrounding, primarily residential, neighborhoods; and

WHEREAS, the Planning Board has found that restaurants located within those specified areas where stand alone dance halls and/or entertainment establishments are prohibited tend to have similar negative impacts on the surrounding residential neighborhoods when they also operate similar to such prohibited uses; and

WHEREAS, the Planning Board, at its meeting of October 28, 2003, requested that a proposed amendment to the Land Development Regulations be initiated, addressing nightclubs that operate within restaurants in areas where stand-alone nightclubs would not otherwise be permitted; and

WHEREAS, this proposed amendment accomplishes the above purpose by prohibiting dance halls and entertainment establishments in such areas, by deleting the exclusion for those establishments also operating as restaurants serving full meals;

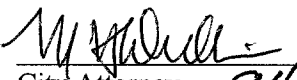
NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA THAT a first reading public hearing is hereby set to be held before the City Commission on April 14, 2004.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

ATTEST:

\_\_\_\_\_  
CITY CLERK  
APPROVED AS TO FORM  
& LANGUAGE & FOR EXECUTION

\_\_\_\_\_  
MAYOR

 3-11-04  
City Attorney Date

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution authorizing a Second Amendment to Agreement with HDR Engineering, Inc., in an amount not to exceed \$31,632, to integrate present and future transit requirements with the planning and design elements of two City/private sector initiatives, being a New World Symphony facility and a Potamkin site project; and provide an implementation strategy for utilizing existing federal funds to construct a Miami Beach Intermodal Center as the public component of the Potamkin site; and further appropriating \$31,632 Transit Surtax funds for the purpose.

**Issue:**

Shall the City execute a Second Amendment to the HDR Agreement?

**Item Summary/Recommendation:**

Two City/private sector initiatives, the New World Symphony facility to be built on City-owned property (17th Street/Washington Avenue), and the Potamkin site project (bound by 5th Street, Alton Road, 6th Street, Lennox Drive), will generate significant construction. In order to assure that the new sites properly anticipate and incorporate pedestrian and transit friendly elements, the City requested and HDR provided a scope of services to assist the City with such mobility and transit issues. Therefore, a proposed Second Amendment to an existing agreement with HDR, in the amount of \$31,632, would integrate present and future transit requirements with the planning and design for these public/private development initiatives. In addition, the study would provide an implementation strategy for utilizing already awarded federal funding to construct a Miami Beach Intermodal Center as the public component of the Potamkin site project. Transit Surtax funds in the amount of \$31,632 are available for the purposes of this Amendment. The study would be completed on or before July 1, 2004. The Administration recommends approval of the Resolution.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

Source of Funds:		Amount	Account	Approved
	1	\$31,632	187.8000.312910	
	2			
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	4			
	Total	\$31,632		

Finance Dept.

**City Clerk's Office Legislative Tracking:**

Robert Halfhill

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager

T:\AGENDA\2004\Mar1704\Consent\HDR Amendment #2.summary.doc

AGENDA ITEM C7I  
DATE 3-17-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** March 17, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., IN AN AMOUNT NOT TO EXCEED \$31,632; THE AMENDMENT WOULD ALLOW HDR TO INTEGRATE PRESENT AND FUTURE TRANSIT REQUIREMENTS WITH PLANNING AND DESIGN FOR A NEW WORLD SYMPHONY FACILITY AND THE POTAMKIN SITE PROJECT; AND PROVIDE AN IMPLEMENTATION STRATEGY FOR A MIAMI BEACH INTERMODAL CENTER WHICH ALLOWS THE CITY TO UTILIZE ALREADY-EARMARKED FEDERAL FUNDING, TO CONSTRUCT THE TRANSIT COMPONENT AT THE POTAMKIN SITE; AND FURTHER APPROPRIATING \$31,632 IN TRANSIT SURTAX PROGRAM FUNDS FOR THE PURPOSE.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

Two public/private sector joint initiatives are being pursued by the City:

1. A New World Symphony facility to be built on the City-owned site at 17<sup>th</sup> Street and Washington Avenue; and
2. A mixed-use development project being planned for an entire city block bound by 5<sup>th</sup> Street, Alton Road, 6<sup>th</sup> Street and Lennox Avenue (Potamkin site), a component of which being a proposed Miami Beach Intermodal Transit Center facility.

These projects will generate significant construction. In order to assure that the new sites properly anticipate and incorporate pedestrian and transit friendly elements, HDR Engineering, Inc. has been requested to provide a scope of services to assist the City. The HDR scope for transit services assistance includes the following tasks:



- Task 1 Integrate present and future transit requirements with the planning and design for two City/private sector joint initiatives, The New World Symphony and Potamkin site projects. The existing transit services provided by Miami-Dade Transit (MDT) and Electrowave will be integrated; and
- Task 2 Provide an implementation strategy for a Miami Beach Intermodal Center which allows the City to utilize \$6.475 million in Federal Transit Administration (FTA) Section 5309 funding to construct the public component of the Potamkin Project.

HDR Engineering has completed the Evaluation of Rapid Transit Options for Miami Beach, under Phase I of their contract with the City. The proposed Second Amendment to the HDR Agreement-Phase I would provide the described services for an amount not to exceed \$31,632, pursuant to the Scope of Services/Timeline attached hereto as *Exhibit "A."* The Administration proposes to utilize Transit Surtax funds to cover the amendment cost.

Transit Surtax Fund Update: The City has received \$1,686,079 in Transit Surtax funds to date, covering the tax collection period of January-October 2003. Monthly disbursements are made by the County to participating municipalities three to four months after actual fund collection. *Exhibit "B"* is a report of Surtax fund activity to date.

The Administration recommends approval of the Resolution.



JG/RM/FB/RH/AJ

Attachments:

Proposed Second Amendment to Agreement with HDR Engineering Inc.  
Exhibit "A" – Scope of Services/Timeline for the Second Amendment to Agreement  
Exhibit "B" - Transit Surtax Fund Update

**SCOPE OF WORK**

**ADDITIONAL PROJECT ADVISORY SERVICES  
EVALUATION OF RAPID TRANSIT OPTIONS-PHASE I**

**Objective:** Integrate present and future transit requirements with the planning and design for two City/public sector initiatives, being the New World Symphony facility and the Potamkin site project of which a federally-funded Miami Beach Intermodal Center is proposed as a project component.

**Task 1. The New World Symphony Facility** to be built on the City-owned site at 17<sup>th</sup> Street and Washington Avenue.

**Deliverables:**

- Meet with the project's design team and analyze impacts, conflicts and opportunities, in the design of the building and related public spaces.
- Recommend revisions to project design, if appropriate.
- Produce site plans and other drawings which integrate the public spaces adjacent to the project with present and future transit options and desired station/stop locations.

**Task 2. The Miami Beach Intermodal Center.** Provide the City with an implementation strategy for an intermodal center facility which allows the City to utilize already-approved federal funding for construction, as a component of the Potamkin facility project; and integrate present and future transit options with planning and design for the project.

**Deliverables:**

- Assist City staff in negotiations over design issues with private developer.
- Provide a technical memorandum on the issues involved in securing FTA approval for release of appropriated funds for use in a public/private partnership agreement for the construction of an intermodal facility as a component of a larger development project.
- Assist and support City staff in negotiations with the Federal Transit Administration.
- Review the City's requirements for a Level-III Traffic/Transportation Analysis and prepare a memorandum to Director of Public Works of desired added requirements associated with transit service. These additional analyses should include the effect of transit service – including existing and future transit services, including those anticipated under the People's Transportation Plan, as well as intermodal facility related services (e.g., park-and-ride facility), and traffic circulation and trip behaviors to be generated by the site development.

- A draft memorandum will be reviewed with the Director of Public Works and others (as required); and a final memorandum outlining added requirements (if any) will also be submitted.

Timeline: All services included in this Scope of Work will be completed on or before July 1, 2004.

Compensation Elements are as follows:

- Project Advisory Services Task 1 / Time and materials NTE \$12,286.00
- Project Advisory Services Task 2 / Time and materials NTE \$16,363.00
- Expenses for Tasks 1 and 2 / Travel, lodging per diem NTE \$ 3,000.00  
For a total of ..... \$31,632.00

HDR Engineering, Inc.  
15600 NW 67<sup>th</sup> Avenue, Suite 304  
Miami, Florida 33014

## CITY OF MIAMI BEACH REPORT

**TRANSIT SURTAX FUNDS RECEIVED FROM MIAMI-DADE COUNTY TO DATE**

Collections began January 1, 2003

Funds deposited in City Revenue Account No. 187.8000.312910

3/2/2004

**FUNDS RECEIVED BY CITY TO DATE**

Collection Period	Amount Received	Date Received
<b>FY 2002-03 collections</b>		
Jan-May '03	\$ 869,477	9/1/2003
June+adj'tms	252,479	10/1/2003
July	175,877	11/7/2003
August	178,915	12/1/2003
September	209,331	1/21/2004
<b>2003 Totals:</b>	<b>\$ 1,686,079</b>	
<b>FY 2003-04 projections:</b>		
Oct. 2003	\$ 184,597	\$ 2,250,000 2/23/2004
November		
December		
Jan. 2004		
February		
March		
April		
May		
June		
July		
August		
September		
<b>2004 Totals:</b>	<b>\$ 184,597</b>	

**FUND APPROPRIATIONS BY CITY TO DATE**

Appropriations made by City	Appropriation Amount	Appropriation Date	Surtax Fund Balance by FY
<b>FY 2002-03 Appropriations</b>			
EW Operating Budget	\$ 360,000	9/10/2003	\$ 1,686,079
HDR Contract-ERTO	159,957	10/15/2003	1,326,079
Washington Ave. Project *	1,166,122	10/15/2003	1,166,122
			-
	\$ 1,686,079		
<b>FY 2003-04 Appropriations to date:</b>			
EW Operating Budget	450,000	9/18/2003	\$ 184,597
Washington Ave. Project *	445,433	1/12/2004	(265,403)
			(710,836)
			(710,836)
			(710,836)
			(710,836)
			(710,836)
			(710,836)
			(710,836)
			(710,836)
			(710,836)
			(710,836)

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EXHIBIT "B"

## **RESOLUTION TO BE SUBMITTED**

**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**

**Condensed Title:**

Banner approval for the Red Bull Flugtug event, taking place at Bayfront Park, Miami, on Saturday, April 24, 2004.

**Issue:**

Does the City Commission want to authorize the placement of light pole banners in the City of Miami Beach to promote the Red Bull Flugtug event, taking place in the City of Miami?

**Item Summary/Recommendation:**

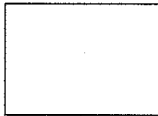
The purpose of the banners is to promote the Red Bull Flugtug event, to be held at Bayfront Park. This event will bring both participants and tourists enthusiasts together for a weekend of high imagination in Miami.

**Advisory Board Recommendation:**

Not applicable.

**Financial Information:****Amount to be expended:**

Source of  
Funds:



Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager

AGENDA ITEM C7J

DATE 3-17-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** March 17, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PLACEMENT OF TWENTY-FIVE (25) BANNERS FOR THE RED BULL FLUGTAG, TO BE HELD SATURDAY, APRIL 24, 2004, AT BAYFRONT PARK, IN THE CITY OF MIAMI, AS REQUESTED BY THE APPLICANT AT THE FOLLOWING LOCATIONS: FOURTEEN (14) COLLINS BETWEEN 5 TO 23 STREETS; ELEVEN (11) ALTON ROAD BETWEEN 5 TO 17 STREETS; SAID BANNERS TO BE AFFIXED TO LIGHT POLES IN THE PUBLIC RIGHT-OF-WAY, MEASURING 3 FEET X 7 FEET AND HAVING COPY AND DESIGN AS SHOWN ON THE ATTACHED DRAWINGS; TO BE INSTALLED AND REMOVED IN ACCORDANCE WITH ALL OTHER APPLICABLE CITY REQUIREMENTS; THE ADMINISTRATION FURTHER RECOMMENDS THAT THESE BANNERS BE INSTALLED NO EARLIER SATURDAY, APRIL 10 AND REMOVED NO LATER THAN SATURDAY, APRIL 24, 2004.**

### **ADMINISTRATION RECOMMENDATION**

Adopt the Resolution.

### **ANALYSIS**

The City Code Section 82-411(d) requires that the City Commission approve the installation of temporary banners which reads, in part:

1. The right to install, as well as the number, location and method of installation of banners shall be subject to the design review process and approved by the City Manager, or his/her designee for special events taking place in the City of Miami Beach, and by the City Commission for special events held outside of the City of Miami Beach.
  - a) In considering whether to approve light pole banners for events held outside of the City of Miami Beach, the City Commission may, among other factors, consider whether the municipality or other governmental entity hosting that special event would reciprocate such action within its own jurisdiction for special events taking place in the City of Miami Beach.

2. Banners shall not exceed three feet in width by seven feet in length. Banners may be double-sided. The color, design and material of all banners shall be approved under the design review process.
3. Banners announcing special events either to be held in city or to be associated in some manner with the city, as determined by the city commission, may be erected up to 30 days prior to the event being announced and must be removed within seven days after such event.
4. A performance bond shall be required to ensure the removal of the banners in case of advanced deterioration of the banners, or if a dangerous condition presents itself, the city may at its sole discretion direct banners to be removed at any time.

The purpose of the banners is to promote the Red Bull Flugtag event, to be held at Bayfront Park. This event will bring both participants and tourists enthusiasts together for a weekend of high imagination in Miami and in Miami Beach.

If approval is granted, the proposed temporary banners are recommended to be installed no earlier than April 10, 2004 and removed no later than Saturday, April 24, 2004, by the banner company.

The Administration recommends that the City Commission approve the installation of the subject light pole banners for the Red Bull Flugtag event, to be held at Bayfront Park, in Miami, Florida, on Saturday, April 24, 2004.

*JMG:CMC:MS:OM:ln*

*T:\AGENDA\2004\Mar1704\Consent\Red Bull-Memo.doc*



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PLACEMENT OF TWENTY-FIVE (25) BANNERS FOR THE RED BULL FLUGTAG, TO BE HELD SATURDAY, APRIL 24, 2004, AT BAYFRONT PARK, IN CITY OF MIAMI, AS REQUESTED BY THE APPLICANT, AAA FLAG AND BANNER, AT THE FOLLOWING CITY OF MIAMI BEACH LOCATIONS: FOURTEEN (14) ON COLLINS AVENUE BETWEEN 5 TO 23 STREETS; ELEVEN (11) ON ALTON ROAD BETWEEN 5 TO 17 STREETS; SAID BANNERS TO BE AFFIXED TO LIGHT POLES IN THE PUBLIC RIGHT-OF-WAY, MEASURING 3 FEET X 7 FEET AND HAVING COPY AND DESIGN AS SHOWN ON THE ATTACHED DRAWINGS; AND TO BE INSTALLED AND REMOVED IN ACCORDANCE WITH ALL OTHER APPLICABLE CITY REQUIREMENTS; THE ADMINISTRATION FURTHER RECOMMENDS THAT THESE BANNERS BE INSTALLED NO EARLIER THAN SATURDAY, APRIL 10, 2004 AND REMOVED NO LATER THAN SATURDAY, APRIL 24, 2004,

**WHEREAS**, the Red Bull Flugtag (Applicant) will be held in Bayfront Park in Miami on Saturday, April 24, 2004; and

**WHEREAS**, in order to publicize the event and draw attention of the media and the public at large, the Applicant has requested the placement of twenty-five (25) light pole banners, measuring 3 feet by 7 feet, and to be placed on Collins Avenue, between 5<sup>th</sup> to 23<sup>rd</sup> Streets, and on Alton Road, between 5<sup>th</sup> to 17<sup>th</sup> Streets; and

**WHEREAS**, the Applicant has been through the City's required design review permit process in order to obtain approval for said banners; and

**WHEREAS**, said banners are to be installed no earlier than Saturday, April 10, 2004, and removed no later than Saturday, April 24, 2004; and

**WHEREAS**, the Applicant has posted a performance bond to ensure the removal of the banners by Saturday, April 24, 2004, and will ensure that any damage to light poles will be repaired at its expense, and will comply with all other applicable City requirements; and

**WHEREAS**, Section 82-411 (d) of the City Code requires that the Mayor and City Commission approve the installation of temporary banners for events held outside of the City of Miami Beach.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission approve and authorize the placement of twenty-five (25) banners for the

Red Bull Flugtag, to be held Saturday, April 24, 2004, at Bayfront Park, in the City of Miami, as requested by the applicant AAA Flag and Banner at the following City of Miami Beach locations: fourteen (14) on Collins Avenue between 5<sup>th</sup> to 23<sup>rd</sup> Streets; eleven (11) on Alton Road, between 5<sup>th</sup> to 17<sup>th</sup> Streets; said banners to be affixed to light poles in the public right-of-way; measuring 3 feet x 7 feet and bearing copy and design as shown on the attached drawings; and to be installed no earlier than Saturday, April 10, 2004, and removed no later than Saturday, April 24, 2004; and shall comply with all other applicable City requirements.

**PASSED** and **ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

JMG:CMC:MS:OM:ln

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

W. H. Dull      3-11-04  
City Attorney      Date  
907



**CITY OF MIAMI BEACH**  
**PLANNING, DESIGN AND HISTORIC PRESERVATION DIVISION**  
**ADMINISTRATIVE DESIGN REVIEW APPLICATION FORM**

1700 Convention Center Drive, Miami Beach, FL 33139

Telephone: (305) 673-7550

FAX: (305) 673-7559

**THIS IS A LIGHT POLE BANNER PERMIT APPLICATION**

PLEASE TYPE OR USE BOLD PRINT. COMPLETE ALL APPLICABLE ITEMS BELOW.

Name of Business or Property (if any) Red Bull North America, Inc. (Red Bull Flag Tag) ☐ Single Family Home  
☐ Yes ☒ No

342 Marietta Street, /Suite 1 Atlanta Georgia, 33013  
 Address of Property

Red Bull

Name of Property Owner

Same as above

Address of Property Owner (if same, so indicate) Telephone

AAA Flag and Banner 1440 JFK Causeway Suite 402 North Bay Village 33141 305-865-4718

Name and Address of Contractor Kastner and Partners.

Telephone 310-458-2000

MATT Bouyer / Kastner & Partners ; 1417 Second St; Santa Monica CA  
 Name and Address of Applicant (if different than property owner or contractor) Telephone 90254

THE UNDERSIGNED APPLICANT HEREBY CERTIFIES THAT HE/SHE UNDERSTANDS THAT A COMPLETED "OWNERS AFFIDAVIT" EXECUTED BY THE OWNER OF THE SUBJECT PROPERTY SHALL BE SUBMITTED TO THE MIAMI BEACH BUILDING DEPARTMENT, IF REQUIRED, PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. THE UNDERSIGNED FURTHER CERTIFIES THAT HE/SHE IS AUTHORIZED (ON BEHALF OF THE OWNER) TO REQUEST THE ABOVE ADMINISTRATIVE DESIGN REVIEW APPROVAL.

Walter T. Z...  
 Signature of Applicant

MATT Bouyer 2/20/04  
 (Print Name) Date Signed

**SEE REVERSE SIDE FOR EXHIBITS AND FEES REQUIRED NOTES:**

1. The fee must be paid at the time of application: if paying by check please make it payable to the "City of Miami Beach"
2. For additional information on required exhibits, please refer to the application instructions on the reverse side.
3. An administrative design review approval shall only be effective when this form is executed by an authorized Staff person of the P.D. & H.P. Division.
4. If mailing, send to: Planning, Design & Historic Preservation Division, 1700 Convention Center Drive Miami Beach, FL 33139

**(Do Not Write Below This Line -- For Staff Use Only)**

☐ Antenna ☐ Awnings ☐ Porch ☐ Flags ☐ Paint ☐ Parking Lot ☐ Ramp ☐ Shutters ☐ Sign ☐ Storefront ☐ Windows

Property located within a Historic District or on a Historic Site: ☐ Yes ☐ No

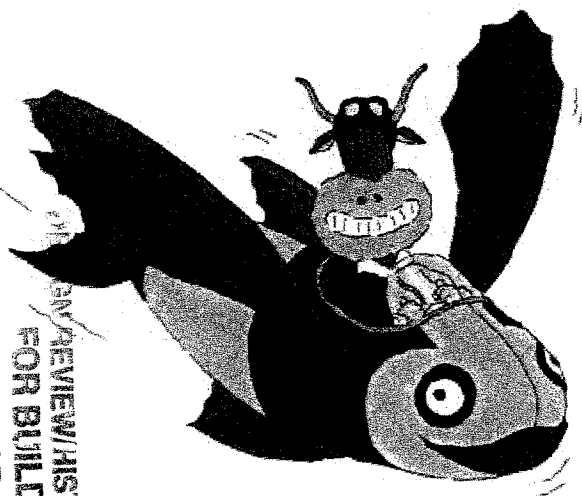
File No. \_\_\_\_\_

Date Approved \_\_\_\_\_ Init: \_\_\_\_\_

MCR #: \_\_\_\_\_

FEE: \$ \_\_\_\_\_

# RED BULL FLÜGTAG



ANY MODIFICATIONS TO THESE PERMIT DRAWINGS  
MUST BE REVIEWED AND APPROVED BY DESIGN  
REVIEW/HISTORIC PRESERVATION STAFF PRIOR TO  
THE ISSUANCE OF A BUILDING PERMIT. ANY  
MODIFICATIONS TO THESE PERMIT DRAWINGS  
AFTER THE ISSUANCE OF A BUILDING PERMIT MUST  
BE REVIEWED AND APPROVED BY DESIGN  
REVIEW/HISTORIC PRESERVATION STAFF PRIOR TO  
THE COMPLETION OF THE PROJECT.

AFTER:

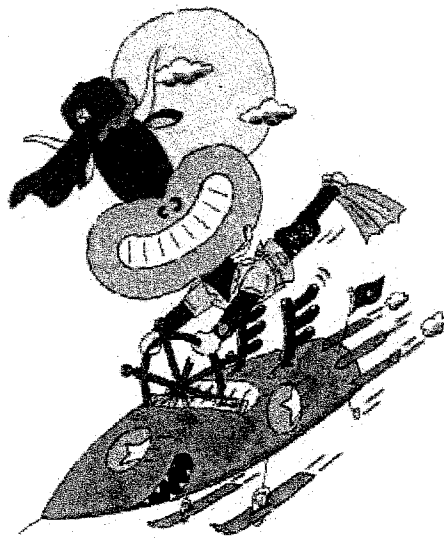
BUILDING PERMIT CANNOT BE ISSUED

FOR REVIEW/HISTORIC PRESERVATION STAFF  
FOR BUILDING PERMIT APPROVAL 11-23-04

**BAYFRONT PARK**  
**APRIL 24TH**  
**GATES OPEN 12PM**

Date: 2/18/04	Designer: Richard Dean
Job No.: RED-JSE-04-1332.1	Writer:
Title: Flying Miami City Beavers	DD: Tim Bravocosta
Blend: N/A	AE: Ian Trombetta
Actual Trim: 3' x 6" (Mesh Trim: 6" x 24")	Production: Robert Cox
Live: 33" x 52" (Mesh Trim: 6.25" x 22")	Trailer: Lucy McKen
Photo/Insert: N/A	Studio: Beth Allen
	Client:
	Client Logo:

# RED BULL FLÜGTAG



**BAYFRONT PARK  
APRIL 24TH  
GATES OPEN 12PM**

Date: 2/18/04	Designer: Richard Bess				
Job No.: RED-JSC-CA-1222.1	Writer:				
Title: Flying Miami City Banners	CD: Tim Graybrook				
Client: NA	AE: Ian Trombetta				
	Thomas Arnold/Steve Zimmerman				
Actual Print: 3' x 9' (Mesh Print: 8' x 24')	Production: Robert Cox				
Live: 33' x 92' (Mesh Print: 8.25' x 22')	Trailer: Lory Nelson				
Poster/Insert: NA	Graphic: Beth Adams				
	Client:				
	Client Logo:				

**Light Pole Banners  
Display Schedule  
For  
April 10 - April 24, 2004**

<b><u>Locations</u></b>	<b><u># of poles</u></b>
<b>Collins from 5<sup>th</sup> to 23rd</b>	<b>14</b>
<b>Alton from 5<sup>th</sup> to 17<sup>th</sup></b>	<b><u>11</u></b>
	<b>25</b>

**Attachment  
To  
City of Miami Beach  
Light Pole Banner Permit Application  
For  
Red Bull Flugtag  
Display Dates April 10 -24, 2004**

Pursuant to Section 82-411 - Light Pole Banners: The following information is provided for the Light Pole Banners for the **Red Bull North America, Inc. "Red Bull Flugtag" on April 24, 2004. Display dates April 10 – 24, 2004. 2003**

The light pole banners for **Red Bull Flugtag** are 3' feet in width and 7 feet in length double faced and are made of vinyl. The banners will be digitally printed. The banner design consists of the event name, date, location and graphic designs of crazy flying machines.

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A resolution authorizing the Administration to appropriate funds for the purchase of Q-MATIC software and hardware from the Q-MATIC Corporation, as owner of the copyrighted software code for Q-MATIC System, in the amount of \$72,753, based on GSA Bid No. GS-07F-0017K, for customer flow/queuing management in the Building Department, including software, hardware and implementation services and training.

**Issue:**

Shall the Mayor and City Commission authorize the Administration to appropriate funds for the purchase of Q-MATIC software and hardware from the Q-MATIC Corporation?

**Item Summary/Recommendation:**

The Mayor and City Commission should adopt the Resolution, authorizing the Administration to appropriate funds for the purchase of Q-MATIC software and hardware from the Q-MATIC Corporation, as owner of the copyrighted software code for Q-MATIC system, in the amount of \$72,753, based on GSA Bid No. GS-07F-0017K, for customer flow/queuing management in the Building Department, including software, hardware and implementation services and training.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 60px; margin: 0 auto;"></div> Finance Dept.	1	\$72,753	Building Training & Technology Account (Account 601.7000.229.253)	
	2			
	3			
	4			
	<b>Total</b>	\$72,753		

**City Clerk's Office Legislative Tracking:**

Phil Azan/Hamid Dolikhani

**Sign-Offs:**

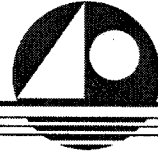
Department Director	Assistant City Manager	City Manager

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AGENDA ITEM C7K  
DATE 3-17-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** March 17, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ADMINISTRATION TO APPROPRIATE FUNDS FOR THE PURCHASE OF Q-MATIC SOFTWARE AND HARDWARE FROM THE Q-MATIC CORPORATION, AS OWNER OF THE COPYRIGHTED SOFTWARE CODE FOR Q-MATIC SYSTEM, IN THE AMOUNT OF \$72,753, BASED ON GSA BID NO. GS-07F-0017K, FOR CUSTOMER FLOW/QUEUING MANAGEMENT IN THE BUILDING DEPARTMENT, INCLUDING SOFTWARE, HARDWARE AND IMPLEMENTATION SERVICES AND TRAINING.

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### BUDGETED AMOUNT AND FUNDING

\$72,753 Funding to be appropriated from Building Training & Technology Account (Budget Account 601.7000.229.253). The annual maintenance cost will be \$5,097. The first year's maintenance cost is included in the price.

### ANALYSIS

Currently, the Building Department along with Fire, Public Works and Planning Departments has designated twenty-two (22) staffed stations with various disciplines to provide permitting and plan review services to customers on a walk-through basis, and depending on the need of the customers and the requirements for the specific application presented, customers upon arrival are directed to sign up for as few as two and up to as many as eleven stations for application processing and plan reviews. While the customers currently are being served in a timely manner, but due to manual handling of numerous waiting/sign-on lists and the complexity of various permit application requirements, queuing of customers are not done in an optimum manner resulting in loss of staff time and delays to customers. Further, due to non-automated nature of the current sign-in system, customers wait time objectives and employees' productivity performance can not be monitored and improved upon effectively.

Based on the aforementioned assessment of the current permitting / plans review process, which began as part of the department's organizational assessment following the department's retreat, and the revealed need of the Building Department for an automated customer queuing system to better manage the customer flow, waiting time and the various processes session times, the Administration directed the Building Department to conduct a research and inquire for such system through the information technology industry. The inquiry and research led to Q-MATIC system, as the resource providing a comprehensive hardware and software solution in the area of customer service / queuing management.

Implementation of the Q-MATIC system is necessary to improve productivity through optimum utilization of staff, where priority setting in the system allows the optimum efficiency in serving customers and distribution of workload, thereby minimizing the wait time. The Q-MATIC system provides a valuable management tool for customer service through statistical data on customers' session and wait times. The Q-MATIC system is intended to create a more relaxed, positive and professional atmosphere, where customers are given their approximate wait time in advance and their place in line are reserved without standing in line, and employees' performance are measured objectively.

The Q-MATIC Corporation provided the City with a final GSA-based total price quote on both hardware and software needed for implementation of the Q-MATIC system including warranty, implementation services and training on February 18, 2004 (copy attached) , and the Administration found it to be acceptable.

## **CONCLUSION**

The Mayor and City Commission should adopt the Resolution, authorizing the Administration to appropriate funds for the purchase of Q-MATIC software and hardware from the Q-MATIC Corporation, as owner of the copyrighted software code for Q-MATIC system, in the amount of \$72,753, based on GSA Bid No. GS-07F-0017K, for customer flow/queuing management in the Building Department, including software, hardware and implementation services and training.

JMG/CMC/PA/HD

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ADMINISTRATION TO APPROPRIATE FUNDS FOR THE PURCHASE OF THE Q-MATIC SYSTEM FROM THE Q-MATIC CORPORATION, AS OWNER OF THE COPYRIGHTED SOFTWARE CODE FOR Q-MATIC SYSTEM, IN THE AMOUNT OF \$72,753, BASED ON GSA BID NO. GS-07F-0017K, FOR CUSTOMER FLOW / QUEUING MANAGEMENT IN THE BUILDING DEPARTMENT, INCLUDING SOFTWARE, HARDWARE, WARRANTY, AND IMPLEMENTATION SERVICES AND TRAINING.**

**WHEREAS**, the Administration has determined the need for a customer flow / queuing management system in the Building Department; and

**WHEREAS**, the Q-MATIC Corporation is the provider of a comprehensive solution for customer flow / queuing management system, and owner of the copyrighted software code for the Q-MATIC System; and

**WHEREAS**, the implementation of the Q-MATIC system is necessary to improve productivity through optimum utilization of staff; and

**WHEREAS**, the Q-MATIC system allows optimum efficiency in serving Building Department customers and distribution of workload, thereby minimizing the customers' wait time; and

**WHEREAS**, the Q-MATIC Corporation has provided the City with a total price quote, based on GSA bid no. GS-07F-0017K, in the amount of \$72,753, for the purchase of a customer flow / queuing management system for the Building Department; said quotation being attached and made a part hereof.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby authorize the Administration to appropriate funds for the purchase of the Q-MATIC System from Q-MATIC Corporation, as owner of the copyrighted software code for the Q-MATIC System, in the amount of \$72,753, in accordance with the quotation attached hereto, based on GSA bid no. GS-07F-0017K, for customer flow / queuing management in the Building Department, including software, hardware, warranty, and implementation services and training .

**PASSED and ADOPTED** this 17<sup>th</sup> day of March, 2004.

**ATTEST:**

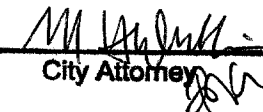
**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

**MAYOR**

**CITY CLERK**

**JMG/CMC/PA/HD**

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 **City Attorney**      3-11-04 **Date**

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OFFICE OF THE CITY ATTORNEY

*City of Miami Beach*

F L O R I D A



**MURRAY H. DUBBIN**  
City Attorney

Telephone: (305) 673-7470  
Telecopy: (305) 673-7002

**COMMISSION MEMORANDUM**

**DATE: MARCH 17, 2004**

**TO: MAYOR DAVID DERMER  
MEMBERS OF THE CITY COMMISSION  
CITY MANAGER JORGE GONZALEZ**

**FROM: MURRAY H. DUBBIN**  
**CITY ATTORNEY** *MH Dubbin*

**SUBJECT: CITY RESOLUTION ACCEPTING RESULTS OF THE MARCH 9, 2004 SPECIAL  
ELECTION AND DECLARING ELECTION RESULTS**

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Attached hereto is a Resolution adopting the Certificates of the Results of the March 9, 2004 Miami Beach Special Election for the City of Miami Beach, and declaring election results. The passage of this Resolution effectively concludes acceptance of election returns for the City of Miami Beach's March 9, 2004 Special Election.

JKO\ed  
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**Agenda Item** C7L

**Date** 3-17-04

**1700 Convention Center Drive -- Fourth Floor -- Miami Beach**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION  
OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING  
THE CERTIFICATES OF THE RESULTS OF THE MARCH 9,  
2004 SPECIAL ELECTION FOR THE CITY OF MIAMI  
BEACH, AND DECLARING RESULTS THEREOF.**

**WHEREAS**, on March 9, 2004, Miami-Dade County conducted the Presidential Preference Primary Election, at which time the City of Miami Beach's Special Election was held presenting seven ballot questions to City voters; and

**WHEREAS**, on January 14, 2004, City of Miami Beach Resolution No. 2004-25447 was adopted, authorizing the Miami-Dade County Canvassing Board to serve as Canvassing Board for the City of Miami Beach's March 9, 2004 Special Election; and

**WHEREAS**, the Certification of the results of the City of Miami Beach's March 9, 2004 Special Election, as certified by the Miami-Dade County Canvassing Board, has been received and is attached hereto as Exhibit "A" and is incorporated herein; and

**WHEREAS**, said Certification reflects that:

Question No. 1 as set forth below was approved by the electorate of the City of Miami Beach;  
Question No. 2 as set forth below was approved by the electorate of the City of Miami Beach;  
Question No. 3 as set forth below was approved by the electorate of the City of Miami Beach;  
Question No. 4 as set forth below was approved by the electorate of the City of Miami Beach;  
Question No. 5 as set forth below was approved by the electorate of the City of Miami Beach;  
Question No. 6 as set forth below was approved by the electorate of the City of Miami Beach; and  
Question No. 7 as set forth below was approved by the electorate of the City of Miami Beach.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that having canvassed the returns of the March 9, 2004 Special Election of the City of Miami Beach, it hereby adopts the Miami-Dade Canvassing Board's certificates as to the results of said Special Election and it is hereby ordered that the Certificates of Election and this Resolution be recorded in the minutes of the meeting as a permanent record of the results of said election; and be it further resolved that as a result of the City of Miami Beach March 9, 2004 Special Election, the votes upon the questions presented reflect the following results:

**Question No. 1:**

AMENDING CITIZEN'S BILL OF RIGHTS TO PROTECT NATURAL RESOURCES AND SCENIC BEAUTY

SHALL THE MIAMI BEACH CITY CHARTER BE AMENDED TO INCLUDE WITHIN THE CITIZEN'S BILL OF RIGHTS A POLICY STATEMENT OF THE CITY TO CONSERVE AND PROTECT ITS NATURAL RESOURCES AND SCENIC BEAUTY, INCLUDING THE ABATEMENT OF AIR AND WATER POLLUTION AND OF EXCESSIVE AND UNNECESSARY NOISE?

3,300 YES

727 NO

**Question No. 2:**

AMENDING CHARTER SECTION 1.03(b) RE: LEASE/DISPOSAL OF CITY-OWNED PROPERTY BY EXPANDING ITS APPLICABILITY

SHALL CHARTER SECTION 1.03(b) REQUIRING VOTER APPROVAL BEFORE LEASE/DISPOSAL OF CITY-OWNED PARK, RECREATION, WATERFRONT PROPERTY APPLY TO ADDITIONAL CITY PROPERTIES (WEST OF NORTH SHORE OPEN SPACE; CULTURAL CAMPUS; AND PARKING LOTS NEAR 72<sup>ND</sup> STREET, CONVENTION CENTER, LINCOLN ROAD); REQUIRE PLANNING BOARD'S 4/7 AND CITY COMMISSION'S 5/7 VOTES BEFORE LEASE/DISPOSAL OF OTHER CITY-OWNED PROPERTIES; INCREASE EXEMPT LEASE PERIOD FROM FIVE TO TEN YEARS; EXEMPT INTERESTS/SETTLEMENT OF CLAIMS EXISTING AS OF JANUARY 14<sup>TH</sup>, 2004?

2,942 YES

956 NO

**Question No. 3:**

AMENDING CHARTER SECTION 1.03(c) RE: VOTER APPROVAL PRIOR TO FLOOR AREA INCREASE

SHALL CHARTER SECTION 1.03(c) REQUIRING VOTER APPROVAL BEFORE FLOOR AREA RATIO MAY BE INCREASED ON PROPERTIES ADJACENT TO THE ATLANTIC OCEAN, GOVERNMENT CUT, INDIAN CREEK, OR BISCAYNE BAY, BE EXPANDED TO APPLY TO ALL PROPERTY WITHIN CITY LIMITS; EXEMPTING THE DIVISION OF LOTS OR THE AGGREGATION OF DEVELOPMENT RIGHTS ON UNIFIED



ABUTTING PARCELS (OTHERWISE PERMITTED BY ORDINANCE), AND SETTLEMENT OF CLAIMS THE CITY HAS NOTICE OF AS OF DECEMBER 10, 2003?

2,635 YES

1,284 NO

**Question No. 4:**

AMENDING CHARTER SECTION 4.02(i) DELETING REQUIREMENT FOR CITY ATTORNEY APPROVAL OF CITY MANAGER'S CONTRACT NEGOTIATIONS

SHALL SECTION 4.02(i) OF THE MIAMI BEACH CITY CHARTER REGARDING THE CITY MANAGER'S POWER TO NEGOTIATE CITY CONTRACTS AND AGREEMENTS BE AMENDED BY DELETING LANGUAGE SUBJECTING SAID POWER TO APPROVAL OF THE CITY ATTORNEY, RETAINING LANGUAGE REQUIRING CITY COMMISSION APPROVAL OF CITY MANAGER NEGOTIATIONS?

2,245 YES

1,565 NO

**Question No. 5:**

AMENDING CHARTER ARTICLE V TO REQUIRE ECONOMIC IMPACT STATEMENT

SHALL THE MIAMI BEACH CITY CHARTER, ARTICLE V THEREOF REGARDING "BUDGET AND FINANCE", BE AMENDED TO REQUIRE THAT THE CITY COMMISSION CONSIDER THE LONG TERM ECONOMIC IMPACT (AT LEAST FIVE YEARS) OF LEGISLATIVE ACTS?

3,107 YES

774 NO

**Question No. 6:**

AMENDING RELATED SPECIAL ACTS BY DELETING ARTICLE II "PUBLIC LIBRARY" AND ARTICLE III "MUNICIPAL PROJECTS"

SHALL MIAMI BEACH RELATED SPECIAL ACTS, ARTICLE II THEREOF

ENTITLED "PUBLIC LIBRARY" AND ARTICLE III THEREOF ENTITLED  
"MUNICIPAL PROJECTS", BE DELETED AS SAID LANGUAGE IS  
OBSOLETE AND/OR REDUNDANT?

2,717 YES

1,075 NO

**Question No. 7:**

SALE OF 2620 BIARRITZ DRIVE

SHALL THE CITY OF MIAMI BEACH SELL WATERFRONT PROPERTY  
LOCATED AT 2620 BIARRITZ DRIVE IN MIAMI BEACH, FLORIDA  
(SURVEY AND LEGAL DESCRIPTION OF PROPERTY ON FILE IN CITY'S  
PUBLIC WORKS DEPARTMENT), WITH THE SALE PROCEEDS TO BE  
UTILIZED FOR THE CITY'S RENOVATION OF THE NORMANDY SHORES  
GOLF COURSE?

2,020 YES

1,917 NO

**BE IT FURTHER RESOLVED AND DETERMINED** that Question No. 1 was approved,  
Question No. 2 was approved, Question No. 3 was approved, Question No. 4 was approved,  
Question No. 5 was approved, Question No. 6 was approved, and Question No. 7 was approved:

**PASSED** and **ADOPTED** this 17th day of March, 2004.

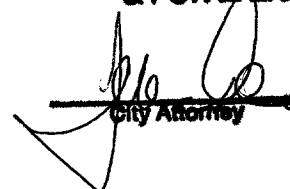
ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

JKO'ed  
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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

3-11-04  
\_\_\_\_\_  
Date

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A resolution of the Mayor and City Commission of the City of Miami Beach, Florida approving the replacement of the placement agent in connection with the issuance by the City of Miami Beach Health Facilities Authority of City of Miami Beach Health Facilities Authority Hospital Revenue Refunding Bonds, Series 2004 (Mount Sinai Medical Center of Florida); and providing an effective date.

**Issue:**

Should the City Commission approve the replacement of Merrill Lynch, Pierce, Fenner & Smith as placement agent for the \$115,000,000 principal amount of City of Miami Beach Health Facilities Authority Hospital Revenue Refunding Bonds, Series 2004 (Mount Sinai Medical Center of Florida) with Raymond James & Associates?

**Item Summary/Recommendation:**

By approving this Resolution, the City Commission is authorizing the replacement of Merrill Lynch, Pierce, Fenner & Smith as placement agent for the \$115,000,000 principal amount of City of Miami Beach Health Facilities Authority Hospital Revenue Refunding Bonds, Series 2004 (Mount Sinai Medical Center of Florida) with Raymond James & Associates.

Pursuant to the City of Miami Beach Health Facilities Authority (the "CMBHFA") Administrative Procedures, it is the responsibility of Mount Sinai Medical Center of Florida (the "Medical Center") to select the placement agent for the bonds.

On March 16, 2004, at the request of the Medical Center, the CMBHFA adopted a Resolution approving the replacement of Merrill Lynch, Pierce, Fenner & Smith as placement agent for the Series 2004 Bonds with Raymond James & Associates.

The Administration recommends that the City Commission adopt the Resolution.

**Advisory Board Recommendation:**

On March 16, 2004, the CMBHFA adopted a Resolution approving the proposed Resolution.

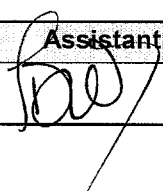
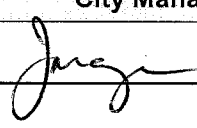
**Financial Information:**

<b>Source of Funds:</b>  <div style="border: 1px solid black; width: 80px; height: 40px; margin: 5px 0;"></div> Finance Dept.		<b>Amount</b>	<b>Account</b>	<b>Approved</b>
	<b>1</b>			
	<b>2</b>			
	<b>3</b>			
	<b>4</b>			
	<b>Total</b>			

**City Clerk's Office Legislative Tracking:**

Patricia D. Walker, Chief Financial Officer

**Sign-Offs:**

<b>Department Director</b>	<b>Assistant City Manager</b>	<b>City Manager</b>
		

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AGENDA ITEM

C7M

DATE

3-17-04

# CITY OF MIAMI BEACH

1700 CONVENTION CENTER DRIVE, MIAMI BEACH FL 33139-1824  
http://ci.miami-beach.fl.us



## COMMISSION MEMORANDUM

**TO:** Mayor David Dermer  
Members of the City Commission

**DATE:** March 17, 2004

**FROM:** Jorge M. Gonzalez  
City Manager

**SUBJECT:** A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA APPROVING THE REPLACEMENT OF THE PLACEMENT AGENT IN CONNECTION WITH THE ISSUANCE BY THE CITY OF MIAMI BEACH HEALTH FACILITIES AUTHORITY OF CITY OF MIAMI BEACH HEALTH FACILITIES AUTHORITY HOSPITAL REVENUE REFUNDING BONDS, SERIES 2004 (MOUNT SINAI MEDICAL CENTER OF FLORIDA); AND PROVIDING AN EFFECTIVE DATE.

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

By approving this Resolution, the City Commission is authorizing the following action:

- The replacement of Merrill Lynch, Pierce, Fenner & Smith as placement agent for the \$115,000,000 principal amount of City of Miami Beach Health Facilities Authority Hospital Revenue Refunding Bonds, Series 2004 (Mount Sinai Medical Center of Florida) with Raymond James & Associates.

Pursuant to the City of Miami Beach Health Facilities Authority (the "CMBHFA") Administrative Procedures, it is the responsibility of Mount Sinai Medical Center of Florida (the "Medical Center") to select the placement agent for the bonds.

On March 16, 2004, at the request of the Medical Center, the CMBHFA adopted a Resolution approving the replacement of Merrill Lynch, Pierce, Fenner & Smith as placement agent for the Series 2004 Bonds with Raymond James & Associates.

The Series 2004 Bonds and the interest thereon, shall not be deemed to constitute a debt, liability or obligation of the City of Miami Beach or the State of Florida or any political subdivision thereof, but shall be payable solely from the revenues referred to in the Bond

Resolution and neither the faith and credit nor any taxing power of the City of Miami Beach is pledged to the payment of principal, a redemption premium or interest on the Bonds.

The Series 2004 Bonds, will refinance the City of Miami Beach Health Facilities Authority (the "CMBHFA") Hospital Revenue Bonds, Series 2001 B and 2001 C, issued on behalf of Mount Sinai Medical Center of Florida (the "Medical Center"). The proposed refunding will achieve interest savings, as interest rates have significantly improved in the capital market since these bonds were originally issued. The refinancing will allow for the conversion of the 2001 C Bonds from taxable to tax-exempt debt. The refinancing will also address the potential liquidity issues created by the structure of the Series 2001 B and 2001 C Bonds, which offer bondholders a put provision.

## **BACKGROUND**

The City Commission of the City of Miami Beach adopted Ordinance No. 90-2701 on July 25, 1990, creating the CMBHFA to assist health facilities in the acquisition, construction, financing, and refinancing of health facility related projects in the City.

The Ordinance, as amended, provides that the CMBHFA can issue bonds and notes for the purpose of providing funds to pay all or any part of the cost of any project or any other lawful purpose and to issue refunding bonds. Further, it provides that the City Commission must approve any bonds issued by the CMBHFA as the final step in the approval process.

On December 3, 2003, the CMBHFA adopted a Resolution authorizing the issuance of the CMBHFA Series 2004 Bonds, the proceeds of which will be used by the Medical Center to: (i) refund and defease the currently outstanding CMBHFA Hospital Revenue Bonds, Series 2001 B and 2001 C Bonds; (ii) fund certain debt service reserves for the Bonds; and (iii) pay certain expenses in connection with the issuance of the Bonds.

At this December 3, 2003 meeting, the CMBHFA granted a waiver to the Medical Center regarding a requirement for a traveling Sophisticated Investor Letter, and certain other requirements under the Authority's Administrative Procedures. This waiver has been reviewed and approved by CMBHFA Counsel, Squire, Sanders, & Dempsey, and CMBHFA Financial Advisor, William R. Hough & Co as reasonable and necessary in order to make the bonds saleable. The Medical Center has also agreed to: increase the minimum denomination of any of the bonds from the required \$50,000 to no less than \$100,000; and have the bonds rated by the three major rating agencies. The waiver will improve the marketability of the Series 2004 Bonds while continuing to enforce the CMBHFA's objective of protecting unsophisticated Investors from investing in high-risk securities.

The CMBHFA also held a public hearing on December 3, 2003, as required by Section 147(f) of the Internal Revenue Code of 1986, for the purpose of giving all interested persons an opportunity to express their views in connection with the CMBHFA's proposed issuance of the Series 2004 Bonds.

On December 10, 2003 the City Commission adopted Resolution No. 2003-25435 approving the issuance and sale by the CMBHFA of the not to exceed \$115,000,000 principal amount of CMBHFA Hospital Refunding Bonds, Series 2004. Pursuant to the City Resolution, the approvals were to become effective when notice was filed by SunTrust

Bank, as trustee, on or prior to December 31, 2003, with the Nationally Recognized Municipal Securities Information Repositories (NRMSIRs) to the effect that certain Events of Default described on the Notice of Events of Default dated November 18, 2003 from the Trustee to the Medical Center had been waived or resolved.

SunTrust Bank filed the "Trustee Notice" with the NRMSIRs on December 23, 2003 and the City of Miami Beach Commission Resolution No. 2003-25435 approvals became effective on such date.

### **CONCLUSION**

The Commission should adopt this Resolution to approve the replacement of Merrill Lynch, Pierce, Fenner & Smith as placement agent for the Series 2004 CMBHFA Hospital Revenue Refunding Bonds with Raymond James & Associates.

JMG/PDW/mim

F:\FINA\SCIP\MANUEL\HFA\HFA Memo 2004 Bonds 03-17-2004

A handwritten signature in black ink, appearing to be "h20" followed by a large, sweeping diagonal stroke.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA APPROVING THE REPLACEMENT OF THE PLACEMENT AGENT IN CONNECTION WITH THE ISSUANCE BY THE CITY OF MIAMI BEACH HEALTH FACILITIES AUTHORITY OF CITY OF MIAMI BEACH HEALTH FACILITIES AUTHORITY HOSPITAL REVENUE REFUNDING BONDS, SERIES 2004 (MOUNT SINAI MEDICAL CENTER OF FLORIDA); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 10, 2003, the Mayor and City Commission of the City of Miami Beach, Florida adopted Resolution No. 2003-25435 (the "City Resolution") approving a resolution adopted by the City of Miami Beach Health Facilities Authority (the "Authority") on December 3, 2003, a copy of which was attached as Exhibit II to the City Resolution (the "Bond Resolution"), and approving the issuance and sale by the Authority of not to exceed \$115,000,000 principal amount of City of Miami Beach Health Facilities Authority Hospital Revenue Refunding Bonds, Series 2004 (Mount Sinai Medical Center of Florida (the "Bonds"), pursuant to the Bond Resolution, including approval of the issuance of the Bonds in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (collectively, the "Approvals"); and

WHEREAS, pursuant to the City Resolution, the Approvals were to become effective when notice was filed by SunTrust Bank, as trustee (the "Trustee"), on or prior to December 31, 2003, with the Nationally Recognized Municipal Securities Information Repositories (the "NRMSIRs") to the effect that certain Events of Default described in that certain Notice of Events of Default dated November 18, 2003 from the Trustee have been waived or resolved (the "Trustee Notice"); and



WHEREAS, the Trustee Notice was filed by the Trustee with the NRMSIRs on December 23, 2003 and the Approvals became effective on such date; and

WHEREAS, at the request of Mount Sinai Medical Center of Florida, Inc. (the "Medical Center"), by resolution adopted by the Authority on March 16, 2004, the Authority has approved the replacement of Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch") as placement agent for the Bonds with Raymond James & Associates, Inc. ("Raymond James"); and

WHEREAS, pursuant to the Authority's Administrative Procedures, it is the responsibility of the Medical Center to select the placement agent for the Bonds;

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

Section 1. The replacement of Merrill Lynch as placement agent for the Bonds with Raymond James is hereby approved. The term "Placement Agent" as used in the Bond Resolution and the documents authorized therein shall mean "Raymond James & Associates, Inc."

Section 2. Except as modified hereby, the City Resolution (including the Bond Resolution) and all the terms and provisions thereof are and shall remain in full force and effect.

Section 3. This resolution shall take effect immediately upon its adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

(SEAL)

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

M. H. Dublin 3-11-04  
City Attorney Date

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

Resolution Authorizing the City Manager or Designee, to Adopt and Implement a Disadvantaged Business Enterprise (DBE) Plan for the Purchase of Goods, Services and Equipment and Facilities Projects, Relative to Federal Transit Administration (FTA) Funds Only; Further Authorizing the City Manager or Designee to Transmit the DBE Plan to the U.S. Department of Transportation's Federal Transit Administration (FTA) for Approval.

**Issue:**

Shall the City Commission Authorize the City Manager to Adopt and Implement a DBE Plan?

**Item Summary/Recommendation:**

The City of Miami Beach (the "City") has received congressional earmarks in the form of Federal Transit Administration (FTA) funds totaling \$8,017,020 for bus and bus-related equipment and facilities in Miami Beach. The allocation of said FTA funds are as follows:

FTA funds for buses and/or bus-related equipment:	\$1,541,415
FTA funds for construction of bus facility/intermodal:	<u>\$6,475,605</u>
	\$8,017,020

The expenditures of the FTA funds must adhere to Title 49 Code of Federal Regulations (CFR) Parts 23 and 26, which mandates that all FTA recipients receiving planning, capital and/or operating assistance who will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal Fiscal year (i.e., October 1 thru September 30) must submit a Disadvantaged Business Enterprise (DBE) Program to FTA for approval.

**AUTHORIZE THE CITY MANAGER TO ADOPT AND IMPLEMENT A DBE PLAN.**

**Advisory Board Recommendation:**

N/A

**Financial Information:**

Source of Funds:		Amount	Account	Approved
<div></div> Finance Dept.	1			
	2			
	3			
	4			
	Total			

**City Clerk's Office Legislative Tracking:**

Gus Lopez, 6641 *gl*

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
FB <i>FB</i>	REM <i>REM</i>	JMG <i>JMG</i>

T:\AGENDA\2004\Feb2504\Consent\DBESummary.doc

AGENDA ITEM C7N

DATE 3-17-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** March 17, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION AUTHORIZING THE CITY MANAGER OR DESIGNEE, TO ADOPT AND IMPLEMENT A DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM PURSUANT TO TITLE 49 CODE OF FEDERAL REGULATIONS (CFR) PART 26, FOR THE PURCHASE OF GOODS, SERVICES AND EQUIPMENT, AND FACILITIES PROJECTS, RELATIVE TO FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDS ONLY; FURTHER AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE DBE PLAN TO THE U.S. DEPARTMENT OF TRANSPORTATION'S FEDERAL TRANSIT ADMINISTRATION (FTA) FOR APPROVAL.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

The City of Miami Beach (the "City") has received congressional earmarks in the form of Federal Transit Administration (FTA) funds totaling \$8,017,020 for bus and bus-related equipment and facilities in Miami Beach. The allocation of said FTA funds are as follows:

- FTA funds for buses and/or bus-related equipment: \$1,541,415
- FTA funds for construction of bus facility/intermodal: \$6,475,605  
\$8,017,020

The expenditures of the FTA funds must adhere to Title 49 Code of Federal Regulations (CFR) Parts 23 and 26, which mandates that all FTA recipients receiving planning, capital and/or operating assistance who will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal Fiscal year (i.e., October 1 thru September 30) must submit a Disadvantaged Business Enterprise (DBE) Program to FTA for approval.

**COMMISSION MEMO RE DBE PLAN**

**March 17, 2004**

**PAGE 2 OF 6**

Until recently, the only designated recipient of FTA funds in the entire county was Miami-Dade Transit (MDT). Funds earmarked for the Electrowave were sent to MDT. The City's capital purchases for the Electrowave were made by the City and the requests for reimbursement were submitted to MDT, which reimbursed the City on FTA's behalf. As the designated recipient, MDT has a DBE program and plan, therefore the City was not required to adopt a DBE Program.

MDT has notified the City that they no longer want to be our intermediary/manager, and requested that the City apply to FTA for our own status as a designated recipient. The City therefore applied for and obtained its own designated recipient status from FTA. As a recipient of FTA grant funds, the City must adopt and implement a DBE Program pursuant to the requirements set forth in 49 CFR 26.

**It is important to note that the DBE Program is being implemented for the purchase of goods, services, equipment and facilities projects relative to Federal Transit Administration (FTA) funds only.**

The following series of questions and answers provides for an understanding of the requirements of the DBE program pursuant to 49 CFR 26:

**What is a DBE?**

*Disadvantaged business enterprise* or *DBE* is defined by 49 CFR 26 to mean a for-profit small business concern --

(1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

**Who is considered to be socially or economically disadvantaged?**

*Socially and economically disadvantaged individual* means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is --

(1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

**COMMISSION MEMO RE DBE PLAN**

**March 17, 2004**

**PAGE 3 OF 6**

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) Women;

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

**What are the objectives of 49 CFR 26?**

Part 26 seeks to achieve several objectives:

(1) To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;

(2) To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;

(3) To ensure that the Department's DBE program is narrowly tailored in accordance with applicable law;

(4) To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as DBEs;

(5) To help remove barriers to the participation of DBEs in DOT-assisted contracts;

(6) To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and

(7) To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

**COMMISSION MEMO RE DBE PLAN**

**March 17, 2004**

**PAGE 4 OF 6**

**What records must the City keep and report?**

(1) The City must continue to provide data about our DBE program to the FTA as directed by DOT's operating administrations.

(2) The City must create and maintain a DBE bidders' list. The purpose of this list is to provide the City with accurate data about the availability of DBE and non-DBE contractors and subcontractors who seek to work on the City's Federally-assisted contracts for use in setting our overall goals.

(3) The City must obtain the following information about DBE and non-DBE contractors and subcontractors who seek to work on your Federally-assisted contracts:

(i) Firm name;

(ii) Firm address;

(iii) Firm's status as a DBE or non-DBE;

(iv) Age of the firm; and

(v) The annual gross receipts of the firm. We may obtain this information by asking each firm to indicate into what gross receipts bracket they fit (*e.g.*, less than \$500,000; \$500,000-\$1 million; \$1-2 million; \$2-5 million; *etc.*) rather than requesting an exact figure from the firm.

(4) We may acquire the information for our bidders list in a variety of ways. For example, we can collect the data from all bidders, before or after the bid due date. We can conduct a survey that will result in a statistically sound estimate of the universe of DBE and non-DBE contractors and subcontractors who seek to work on the City's Federally-assisted contracts. We may also combine different data collection approaches (*e.g.*, collect name and address information from all bidders, while conducting a survey with respect to age and gross receipts information).

**What assurances must the City and contractors make?**

(a) Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance:

The City shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The City shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. Upon notification to the recipient of its failure to carry out its approved program, DOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

(b) Each contract the City sign's with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

### **How does the City set overall goals?**

The City's overall goal must be based on demonstrable evidence of the availability of ready, willing and able DBEs relative to all businesses ready, willing and able to participate on your DOT-assisted contracts (hereafter, the "relative availability of DBEs"). The goal must reflect your determination of the level of DBE participation you would expect absent the effects of discrimination.

(1) The City must begin the goal setting process by determining a base figure for the relative availability of DBEs. The following are examples of approaches that the City may take toward determining a base figure. These examples are provided as a starting point for your goal setting process. Any percentage figure derived from one of these examples should be considered a basis from which you begin when examining all evidence available in your jurisdiction. These examples are not intended as an exhaustive list. Other methods or combinations of methods to determine a base figure may be used, subject to approval by the concerned operating administration.

(2) The City must determine the number of ready, willing and able DBEs in our market from the DBE directory. Using the Census Bureau's County Business Pattern (CBP) database, determine the number of all ready, willing and able businesses available in the City's market that perform work or provide the goods that are being purchased.

The City will determine the base figure for the relative availability of DBEs utilizing the following formula:

$$\text{Base figure} = \frac{\text{Ready, willing, and able DBEs}}{\text{All firms ready, willing and able}}$$

(3) *Use a bidders list.* Determine the number of DBEs that have bid or quoted on the City's DOT-assisted prime contracts or subcontracts in the previous year. Determine the number of all businesses that have bid or quoted on prime or subcontracts in the same time period.



Divide the number of DBE bidders and quoters by the number for all businesses to derive a base figure for the relative availability of DBEs in our market.

(4) *Use data from a disparity study.* Use a percentage figure derived from data in a valid, applicable disparity study.

(5) *Use the goal of another DOT recipient.* If another DOT recipient in the same, or substantially similar, market has set an overall goal in compliance with this rule, the City may use that goal as a base figure for our goal.

(6) *Alternative methods.* The City may use other methods to determine a base figure for your overall goal. Any methodology you choose must be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in our market (i.e., South Florida).

#### **What happens if the City does not meet the DBE Goals?**

Pursuant to 49 CFR §26.47, the City cannot be penalized, or treated by FTA as being in noncompliance if our DBE participation falls short of our overall goal, unless the City has failed to administered our DBE program in good faith.

#### **CONCLUSION**

Inasmuch as 49 CFR 26 mandates that the City, as a recipient of Federal Transit Administration (FTA) funds totaling \$8,017,020, adopt and implement a DBE program, it is recommended that the City Commission: 1) authorize the City Manager or designee to adopt and implement a DBE program pursuant to 49 CFR 26, for the purchase of goods, services, equipment and facilities projects, relative to Federal Transit Administration (FTA) funds only; and 2) authorize the City Manager or designee to transmit the DBE plan to the U.S. Department of Transportation's Federal Transit Administration (FTA) for approval.

  
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## **RESOLUTION TO BE SUBMITTED**

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution Setting A Public Hearing To Consider Waiving By 5/7ths Vote, The Prohibition Of Tran Construction, Inc. From Continuing To Serve As A Vendor Regarding The Following Existing Contracts: 1) The Miami Beach Golf Club Clubhouse, Restroom Pavilions And Maintenance Yard Building; 2) The Design, Permitting And Construction Of Four New Restroom/Concession Facilities Within The Beachfront Parks Located At 21st, 46th, 53rd, And 64th Streets; And 3) The Job Order Contracting (JOC) Contract Relative To The Following Miami Beach Convention Center Projects: A) Chiller Replacement; B) Replacement Of Air Handlers; And C) Refurbishment Of 12 Air Handling Units.

**Issue:**

Shall the City Commission Set a Public Hearing?

**Item Summary/Recommendation:**

A Candidate's Campaign Treasurer's Report lists a check for a campaign contribution to the candidate's campaign for City Commission from Tran Construction being deposited on October 28, 2003. The candidate has been elected to the office of Commissioner.

The following three contracts have been previously awarded to Tran Construction Inc.:

1. Resolution No. 2002-24979 was passed and adopted by the City Commission on September 2002. Said Resolution approved the award of contract to Tran Construction, Inc., in the amount of \$2,669,000, pursuant to Bid No. 54-01/02, for the Miami Beach Golf Club (formerly Bayshore Golf Course) Clubhouse, Restroom Pavilions and Maintenance Yard Building.
2. Resolution No. 2003-25196 was passed and adopted by the City Commission on April 30, 2003. Said Resolution approved the award of a contract to Tran Construction, Inc., in the amount of \$648,000, pursuant to Bid No. 03/02/03, for the Design, Permitting and Construction of Four New Restroom/Concession Facilities within the Beachfront Parks located at 21st, 46th, 53rd and 64th Streets, and authorized the reallocation of \$175,000 from the General Obligation Bond Series 2000 Funds, for use in the construction of the 46th and 53rd Street Facilities.
3. The job order contracting (JOC) contract relative to the following Miami Beach Convention Center projects: a) chiller replacement; b) replacement of air handlers; and c) refurbishment of 12 air handling units.

Given the provisions of the City Code, in order to continue to use this contractor on the specified projects, the City Commission must hold a public hearing and after completion of the hearing grant a waiver to the firm. The waiver is to be granted only on the finding by the Commission that the City's economic interests are harmed if the waiver is not granted.

The Administration recommends approving the resolution and setting the Public Hearing.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

Funds:	Amount	Account	Approved
1			
2			
Total			

**City Clerk's Office Legislative Tracking:**

Gus Lopez, ext. 6641.

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
TH _____	PDW _____ <i>REM</i>	<i>June</i>

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AGENDA ITEM

C70

DATE

3-17-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** March 17, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING TO CONSIDER WAIVING BY 5/7THS VOTE, THE PROHIBITION OF TRAN CONSTRUCTION, INC. FROM CONTINUING TO SERVE AS A VENDOR WITH THE CITY PURSUANT TO MIAMI BEACH CITY CODE SECTION 2-487 (B)(4), FINDING SUCH WAIVER TO BE IN THE BEST ECONOMIC INTEREST OF THE CITY, REGARDING THE FOLLOWING EXISTING CONTRACTS: 1) THE MIAMI BEACH GOLF CLUB CLUBHOUSE, RESTROOM PAVILIONS AND MAINTENANCE YARD BUILDING; 2) THE DESIGN, PERMITTING AND CONSTRUCTION OF FOUR NEW RESTROOM/CONCESSION FACILITIES WITHIN THE BEACHFRONT PARKS LOCATED AT 21ST, 46TH, 53RD, AND 64TH STREETS; AND 3) THE JOB ORDER CONTRACTING (JOC) CONTRACT RELATIVE TO THE FOLLOWING MIAMI BEACH CONVENTION CENTER PROJECTS: A) CHILLER REPLACEMENT; B) REPLACEMENT OF AIR HANDLERS; AND C) REFURBISHMENT OF 12 AIR HANDLING UNITS.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution to set the Public Hearing.

### ANALYSIS

On January 8, 2003, the Mayor and City Commission passed and adopted Ordinance No. 2003-3389, which amended Miami Beach City Code Chapter 2, Article VII by creating Division 5 thereof entitled "Campaign Finance Reform", and further amended City Code Section 38-6 entitled "Prohibited Campaign Contributions by Vendors". Section 38-6 was also renumbered to Section 2-487.

Section 2-487(A)(3) of the Miami Beach City Code ("City Code") was amended to include the following underscored words:

*A person or entity who directly or indirectly makes a contribution to a candidate who is elected to the office of mayor or commissioner shall be disqualified for a period of 12 months following the swearing in of the subject elected official from serving as a vendor with the city.*

Additionally, Section 2-487(B)(4) of the City Code was amended to add the following condition for waiver of the prohibition of an individual or entity from serving as a vendor:

*A contract for the provision of goods, equipment or services exists which, if terminated by the City, would be adverse to the best economic interests of the City.*

A Candidate's Campaign Treasurer's Report from the last election lists a check for a campaign contribution to the candidate's campaign for City Commission from Tran Construction being deposited on October 28, 2003. The candidate has been elected to the office of Commissioner.

The following three contracts have been previously awarded to Tran Construction Inc.;

1. Resolution No. 2002-24979 was passed and adopted by the City Commission on September 2002. Said Resolution approved the award of contract to Tran Construction, Inc., in the amount of \$2,669,000, pursuant to Bid No. 54-01/02, for the Miami Beach Golf Club (formerly Bayshore Golf Course) Clubhouse, Restroom Pavilions and Maintenance Yard Building.
2. Resolution No. 2003-25196 was passed and adopted by the City Commission on April 30, 2003. Said Resolution approved the award of a contract to Tran Construction, Inc., in the amount of \$648,000, pursuant to Bid No. 03/02/03, for the Design, Permitting and Construction of Four New Restroom/Concession Facilities within the Beachfront Parks located at 21<sup>st</sup>, 46<sup>th</sup>, 53<sup>rd</sup> and 64<sup>th</sup> Streets, and authorized the reallocation of \$175,000 from the General Obligation Bond Series 2000 Funds, for use in the construction of the 46<sup>th</sup> and 53<sup>rd</sup> Street Facilities.
3. The job order contracting (JOC) contract relative to the following Miami Beach Convention Center projects: a) chiller replacement; b) replacement of air handlers; and c) refurbishment of 12 air handling units.

Given the provisions of the City Code, in order to continue to use this contractor on the specified projects, the City Commission must hold a public hearing and after completion of the hearing grant a waiver to the firm. The waiver is to be granted only on the finding by the Commission that the City's economic interests are harmed if the waiver is not granted.

Under separate cover, information relative to the economic impacts on the City will be provided to the Commission.

## **CONCLUSION**

The Administration recommends that the City Commission set a public hearing to consider waiving by 5/7ths vote, the prohibition of Tran Construction, Inc. from continuing to serve as a vendor with the City pursuant to Miami Beach City Code Section 2-487 (B)(4), finding such waiver to be in the best economic interest of the City, regarding the following existing contracts:

- 1) The Miami Beach Golf Club Clubhouse, Restroom Pavilions And Maintenance Yard Building;
- 2) The Design, Permitting And Construction Of Four New Restroom/Concession Facilities Within The Beachfront Parks Located At 21st, 46th, 53rd, And 64th Streets; and
- 3) The Job Order Contracting (JOC) Contract Relative To The Following Miami Beach Convention Center Projects: A) Chiller Replacement; B) Replacement Of Air Handlers; And C) Refurbishment Of 12 Air Handling Units.

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## **RESOLUTION TO BE SUBMITTED**